United States Court of Appeals

for the Second Circuit

EXHIBITS

75-7061

UNITED STATES COURT OF APPEALS

for the

SECOND CIRCUIT

TRINITY EPISCOPAL SCHOOL CORPORATION and TRINITY HOUSING COMPANY, INC.,

Plaintiffs-Appellants,

ROLAND H. HARLEN, ALVIN C. HUDGINS and CONTINUE,

Intervening Plaintiffs-Appellants,

v.

GEORGE ROMNEY, SECRETARY OF DEPT. OF HOUSING AND URBAN DEVELOPMENT, S. WILLIAM GREEN, REGIONAL ADMINISTRATOR, DEPT. OF HOUSING AND URBAN DEVELOPMENT, U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT, CHARLES URSTADT, COMMISSIONER OF HOUSING AND COMMUNITY RENEWAL, N.Y. STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL, THE STATE OF NEW YORK, JOHN V. LINDSAY, ALBERT A. WALSH, HOUSING AND DEVELOPMENT ADMINISTRATION OF THE CITY OF NEW YORK, THE CITY PLANNING COMMISSION OF THE CITY OF NEW YORK, DONALD H. ELLIOTT, WALTER MCQUADR, IVAN MICHAEL, GERALD L. COLEMAN, CHESTER RAPKIN, MARTIN GALLENT, ABRAHAM D. BEAME, SANFORD D. GARELIK, PERCY E. SUTTON, ROBERT ABRAMS, SEBASTIAN LEONE, SIDNEY LEVISS, ROBERT T. CONNER and THE CITY OF NEW YORK,

Defendants-Appellees,

STRYCKER'S BAY NEIGHBORHOOD COUNCIL INC.,

Intervening Defendant-Appellee.

EXHIBITS

(Volume I of III - Pages E-1 - E-432)

DEMOV, MORRIS, LEVIN & SHEIN
Attorneys for Plaintiffs Appellants and Intervening Plaintiffs-Appellants
40 West 57th Street
New York, New York 10019
757-5050

VOL #2

COUNSEL PRESS, INC., 55 West 42nd Street, New York, N.Y. 10036 • PE 6-8460

INDEX

PLAINTIFF'S EXHIBITS		PAGE Transcript	Repro.
1)	HRB Statement on final plan (Strycker's Bay Ex. B)	413	E1
2)	Jason Nathan statement to Board of Estimate (Strycker's Bay Ex. D)	416	E16
3)	Starr - Van De Velde letter enclosing "Open Letter to the WSURA"	418	E23
4)	Jason Nathan statement to Board of Estimate (Strycker's Bay Ex. E)	421	E31
5)	Preliminary plan - WSURA, Urban Renewal Board	478	E35
6)	CPC Approval of WSURA Preliminary Plan (City Ex. A)	483	E69
7)	Preliminary Plan approval by Board of Estimate (City Ex. B)	486	E86
8)	CPC Approval of final plan (City Ex. C)	488	E87
9)	Board of Estimate approval of Urban Renewal Plan (City Ex. D)	489	E10
10)	"Summary of the Final Plan" - HRB Brochure	507	E102
11)	First Amendment - CPC Approval City Ex. E)	516	E122
12)	Trinity School Sponsorship Application - Letter from Glover Johnson to Milton Mollen	519	E126
13)	Rehabilitation Brochure - HRB	524	E127
14)	Trinity School Contract (Pltff's Ex.)	527	E157

INDEX

PLAINTIFF'S EXHIBITS		PAGE Transcript	Repro.
14A)	Land Use Map No. 3		E416
15)	Second Amendment - CPC Approval (City Ex. F)	528	E417
16)	Second Amendment - Board of Estimate Approval (City Ex. G)	528	E423
17)	Third Amendment - CPC Approval (City Ex. H)	531	E424
18)	Second Amendment - Board of Estimate Approval	531	E428
19)	Fourth Revision - CPC Approval (City Ex.)	534	E429
20)	Fourth Amendment - Board of Estimate Approval (City Ex.)	535	E431
21)	Freid - Hazen Memorandum	539	E432
22)	Final Plan (For Identification Only)	545	E433
23)	Site 4 Plan and Project Submission (City Ex. J)	546	E508
24)	Site 4 Redesignation - CPC Approval (City Ex. K)	547	E515
25)	Sity 30 Plan and Project Submission (City Ex. L)	547	E519
26)	Site 30 Redesignation - CPC Approval (City Ex. M)	548	E525
27)	Site 30 Redesignation - Board of Estimate Approval	549	E536

INDEX

PLAINTIFF'S EXHIBITS		PAGE Transcript	Repro.
28)	Site 4 Redesignation - Board of Estimate Approval	563	E537
29)	Statistical Worksheet - New York City Housing Authority	586	E538
30)	Site Clearance Map	(ID.) 812 (EV.) 1164	E539
31)	Undeveloped Site Map	(ID.) 816 (EV.) 1166	E540
32)	Comptrollers Statement - re: Welfare		E541
33)	Trinity School Board of Directors		E542
34)	Board of Estimate Approval of 1st Amended Plan	1079	E543
35)	Hudgins Letter of Intent	1184	E545
35A)	Hudgins Contract of Sale	(ID.) 1191 (EV.) 1197& 1199	E553
36)	Hudgins Deed	(ID.) 1199	E621
36A)	Board of Estimate Resolution	(EV.) 1201	E633
36B)	New York City Real Property Transfer Tax Return	(EV.) 1201	E635
37)	Fine's Notes		E637
38)	Newspaper	(ID.) 1448	E639
39)	Letter to Police	(EV.) 1451	E640
40)	Notice	(EV.) 1453	E641

INDEX

PLAINTIFF'S EXHIBITS		PAGE Transcript	Repro.
41)	Columbus Manor Rules	(EV.) 1456	E642
42)	Columbus Manor Tenants Letter of Complaint & Bromberg Answer	(EV.) 1620	E644
43)	Westwood Income Limits	(ID.) 1639	E648
44)	Columbus Income Limits		E649
45)	Addendum to Schedule	(ID.) 1844	E650
46)	Liebert Figures of Chrystal Conf.	(EV.) 1892	E651
47)	Chrystal Memo to Carroll	(ID.) 1976 (EV.) 3767	E652
48)	Leader House Figures	(EV.) 2021	E655
49)	Trinity Trustees Minutes - February 1, 1967	(ID.) 2033	E657
50)	Trinity Trustees Minutes - November 6, 1968	(ID.) 2033	E660
51)	Trinity Trustees Minutes - May 1, 1968	(ID.) 2034	E663
52)	Trinity Trustees Minutes - February 2, 1966	(ID.) 2034A	E669
53)	Leader House Income Limits	(ID.) 2046	E672
54)	Kerr Letter - January 8, 1973	(EV.) 2049	E673
55)	Olnik Letter to Police	(EV.) 2061	E674
56)	Leader House Rental Schedule	(ID.) 2065	E677
57)	Heldenstein - Transactions	(ID.) 2135	E678

INDEX

PLAINTIFF'S EXHIBITS		PAGE Transcript	Repro.
58)	Public Notice		*
59)	Leader House - Rent Schedule		E681
60)	Leader House - Applications	(EV.) 2158	E688
61)	Leader House - Applications	(EV.) 2158	E691
62)	Leader House - Applications	(EV.) 2158	E711
63)	Leader House - Applications	(EV.) 2158	E740
64)	Leader House - Financial Estimates	(EV.) 2158	E744
65)	Housing and Development Administration West Side Site Office Urban Renewal Area Memorandum	(EV.) 2177	E745
66)	Housing and Development Administration - West Side Operations Bulletin No. 23 - Rehabilitation Procedures	(EV.) 2178	E748
67)	Housing and Development Administration - West Side Urban Renewal Fact Sheet	(EV.) 2178	E752
68)			*
69)	Publications	(EV.) 2488	E757
70)	Kristof Memo & Three Schedules	(EV.) 3500	E758

* Not reproduced as per stipulation

INDEX

DEFENDANTS EXHIBITS			PAGE Transcript	Repro.
A)	Urban Renewal Brochure - CPC	(EV.)	239	E765
B)	Site Selection Criteria Study plus attached Documentation (Fed. Govt. Ex.)	(EV.)	286	E865
C)	Roger Starr Art. "The Less of Forest Hills" from Commentary Magazine	(EV.)	290	E971
D)	Badillo materials presented to Bd. of Est. re relocation	(EV.)	437	E976
E)	Negative Threshold Decision, etc.		614	E1017
E1)	Draft Environmental Clearance Worksheet - NYCHA to HUD	(ID.)	614	E1067
F)	Bd. of Est. Res. setting forth "min. no. of dwelling units etc."	(EV.)	622	E1080
G)	Schedule of Units in WSUR Sites	(EV.)	688	E1081
H)	Copy dated June 21, 1962	(EV.)	911	E1086
I)	City Planning Commission Newsletter - July/August 1962	(ID.)	916	E1089
J)	HDA Press Release - May 28, 1971	(ID.)	1275	E1093
K)	Attendance Record Continue Meeting - October 26, 1970	(EV.)	1488	E1097
L)	Continue Letter - Nov. 12, 1970	(EV.)	1492	E1098
M)	Bd. of Est. Hearing - Statement by Nonie Carol Murphy - October 14, 1971	(EV.)	1519	E1102

INDEX

DEFENDANTS EXHIBITS			PAGE Transcript	Repro.
N)	Continue Urban-Gram	(EV.)	1530	E1104
O)	Westwood House Breakdown of Housing Units			E1106
P)	Columbus Manor Breakdown of Housing Units			E1112
Q)	Helen Stern Letter to Mrs. Fernandez - Feb. 20, 1974	(EV.)	1631	E1121
R)	Strycker's Bay Letter to HDA Comm. Mr. Coniglione - March 6, 1974	(ID.)	1634	E1122
S)	WSURA Occupied Units - Re-development Sites (Stipulated To)			E1124
T)	Lisa Liebert Statement at Bd. of Estimate - October 14, 1971			E1131
U)	West Side Legislative Service Center Letter to Olnek - April 3, 1974			E1132
V)	Minimum Property Standards for Urban Renewal Rehabilitation September, 1965	(ID.)	2206	E1133
W)	General Standards and Controls for Rehabilitation of Properties - WSURA	(ID.)	2206	E1178
X)	Continue Memo No. 2 - November, 1966	(ID.)	2240	E1187
AA)	A Critical Study of the WSURA - J. Gaynor - May 10, 1972			E1199
AB)	Gaynor Letter to Jason Nathan - April 19, 1967	(EV.)	2930	E1217

INDEX

DEFENDANTS EXHIBITS			PAGE Transcript	Repro.
AC)	Gaynor Letter to Rev. Browne - April 7, 1967	(EV.)	2933	E1218
AD)	HUD Annual Contribution Contract No. N.Y. 333, Amend, NO. 93			E1220
AE)	Park West Village Article - N.Y. Times - May 18, 1972			E1229
AF)	Strycker's Bay Agenda - October 7, 1971 Meeting			E1230
AG)	Minutes of Strycker's Bay Meeting - October 7, 1971			E1234
AH)	Page 7, Table R-2	(EV.)	3496	E1243
AI)	Community Planning Handbook - Dist. 7	(EV.)	3498	E1245
AJ)	Police Crime Statistics	(EV.)	3627	E1358
AK)	Crime Comparison Report	(EV.)	3627	E1360
AL)	Herbert Gans - Biography & Publications	(EV.)	3689	E1365
AM)	Continue Constitution - April 11, 1972			E1382

PLAINTIFF'S EXHIBIT 1 - HRB STATEMENT ON FINAL PLAN (STRYKER'S BAY EX. B)

E-1

STATEMENT

By the City of New York, Housing and Redevelopment Board on the Final Plan for the West Side Urban Renewal Area

The need for immediate, long-range public action to counter and reverse the trend toward physical and social deterioration that is spreading through Manhattan's Upper West Side is universally recognized as urgent and imperative. The Final Plan for the West Side Urban Renewal Area is a proposal for such action in a twenty block area--bounded by 87th and 97th Streets, Central Park West and Amsterdam Avenue--which is both the heart of the community and of the problem.

The history and character of this area, and the conditions existing there--overcrowing, inadequacy of the housing for the type of occupancy and use, rapid population increase and turnover, and the attendant symptoms of decay in housing, commerce and neighborhood life--were fully established and documented in the Preliminary Plan. That plan was approved by the Board of Estimate on October 22, 1959. The Final Plan does not reiterate these findings, nor should there be any need to do so here.

Similarly, the broad outlines of the renewal proposals contained in the Plan have been made known widely both in the neighborhood and throughout the City. It was evident from the outset that existing renewal practices, requiring the total demolition and redevelopment of blighted areas, were ill-suited to solve the problem and achieve a desirable result. There was too much that was good in the area to permit such sweeping treatment, even if the cost in human hardship and

E-2

REVISED HOUSING FIGURES

WEST SIDE URBAN RENEWAL AREA

Reflecting changes in housing distribution by types incidental to public hearings and approval by the Board of Estimate

Low rent housing (estimated)	2,465 units
Public Housing in rehabs (estimated)	480
Public Housing in new construction	795
Public Housing in P.S. 93 site (estimated)	210
Limited Profit with rental under $18/room/mo	980
New Middle Income Housing (80% of Limited Profit Housing)	3,920
New Fully Taxpaying Housing	2,041
Brownstone Rehabilitation (estimated; other than public housing)	2,100
Conservation	3,600

12,126

10/8/62

waste were not too great. Rejuvenation, not replacement, was the indicated goal from every viewpoint--social, physical and economic.

The result of these considerations is a plan which proposes the first full scale use in New York City urban renewal of combined conservation, rehabilitation and redevelopment, along with every other suitable means of public assistance including public housing, both new and rehabilitated to restore the community to its earlier stability, yet maintain an ethnic and economic balance and diversity.

The plan specifies means to improve existing community facilities and create new ones; it makes detailed provisions to preserve good housing, restore sound but not presently good housing and replace that which is unsound with new housing in a broad price range, with emphasis on low and middle income accommodations.

The Plan also provides for action in a series of three stages, to minimize the impact of the redevelopment portions, and provide maximum opportunity for onsite relocation. Specific proposals for each parcel within the area are detailed on the accompanying re-use map, and in the plan itself. In brief, they call for:

*A minimum of 1,000 units of low-rent public housing; 800 in new construction, and 200 in rehabilitated structures, with rentals averaging under $18 per room per month. 1

*4,200 units of limited profit middle-income housing, in new buildings, ranging from $20-$30 per room per month, but with 15% or 630 units, to be offered at $18 per room per month. Approximately half of these apartments will be rentals, the rest cooperative. 1

*2,800 units of fully taxpaying housing, privately built and financed, with rentals estimated at approximately $50 per room per month, depending upon development and financing costs, and the requirements of the market. 1

1--Subsequent to issuance of this statement, proportions of new and rehabilitated housing within and adjacent to the area were modified. See attached sheet showing breakdown of new figures.

*Rehabilitation of 350 brownstone houses under strict standards--also set forth in the Plan--to provide standard apartments in presently overcrowded and cut-up rooming house occupancy.

*One new school (P.S. 84), ready for occupancy in May; two new school playgrounds and an addition to a third; six landscaped plazas for public use; new sewers, paving utility lines and street lighting where required; redesign of Columbus Avenue with parking bays, wider sidewalks, double rows of trees, and new commercial and shopping space organized for maximum convenience and efficiency; redesign of cross-streets to channel through traffic along widened 90th and 93rd Streets and reduce traffic on the others, which will be landscaped, repaved and narrowed near the block ends to establish their local, residential character.

The combined effect of these improvements will be to restore the light, air, variety of building scale and the overall appeal which make urban living desirable, and which are lost beneath the generally depressed physical character and monotony of the neighborhood today.

Although the economic implications of this rejuvenation-- a total public and private investment of some $180 million is forecast, with a commensurate increase in tax revenues--are important, its ultimate purpose is to serve the people. Nearly 6,000 families would remain undisturbed in their present homes during the renewal program as proposed. Furthermore, with the diversity of housing types proposed in new construction, a substantial portion of the nearly 7,000 households (more than 2,000 single persons among them) who would be required to move, will be able, and are expected, to return.

From the earliest studies leading to the Plan, the desirability of an especially active and intimate participation in the Plan's development by the people--both those who would stay and those who would move--was evident. To insure this, the City's first formal program of community organization and citizen participation in urban renewal was established. It has continued to the present. More than 40 community organizations within the 20-block area, and another score in the larger community surrounding it, have been encouraged and assisted by professional staff to take part in developing the Plan. Every detail of the Plan, and the policies under which it would be carried out, has been evolved in consultation with community leadership. Both the Park-Hudson Urban Renewal Citizen's Committee and the Strycker's Bay Neighborhood Council have watched closely and participated in each step in the Plan's progress. Both directly and through them, the agencies responsible for the Plan have kept the community at large informed of the Plan's evolution.

Inevitably, the dialogue between community and official agency has raised points of disagreement; happily, in the long history of this Plan, there have also been many points of agreement and accommodation. Where disagreement still remains, it tends to focus around matters of degree rather than principle.

In advancing those parts of the Plan which do not fully meet community requests, the Housing and Redevelopment Board does so only after long and carefully weighing the issues involved. Such decisions are difficult at best. But where they are required, the Board has been mindful of its duty to serve the best interests of the whole City as well as the local neighborhood, and makes its recommendation in the light of that duty.

Among those community concerns which the Board has given particular attention are those reflected in the mandate of the Board of Estimate when it approved the Preliminary Plan submitted by the Urban

EC

Renewal Board. These center around the amount and kind of displacement involved in the Plan, and the distribution of housing types in new construction. Those aspects of the Preliminary Plan affected by the Board of Estimate resolution have been changed to comply fully with each requirement, and in some cases to more than comply.

Taking the latter point first, the proportions of low and middle-income housing to fully-taxpaying housing as proposed in the Preliminary Plan have been in effect reversed in the Final Plan. The Preliminary Plan proposed 7,400 new dwellings, one-third of them low or middle-income, and the balance fully-taxpaying. Only 400 units of low-rent public housing were proposed. The Final Plan proposal, with 1,000 low-rent units and 4,200 middle-income units, is a dramatic change. On the basis of experience, the public housing now proposed should be more than enough to accommodate those eligible families from among those who must move who actually will elect to return to the site when new accommodations are ready. however, because of the high number of families who appear eligible for such housing on the basis of income, the Board has required that 15% of the middle-income accommodations be made available at rentals comparable to those in public housing--additional 630 units.

Also in accordance with the Board of Estimate mandate, detailed surveys have been made of the incomes and relocation requirements of residential tenants, and the same data plus kind and volume of business, for commerical tenants.

On the basis of these surveys, a detailed relocation report was submitted to the Board of Estimate on December 15, 1960. It showed that available resources are more than enough to rehouse, within their means in standard apartments, all of the families who would have to move under the Plan. It reaffirmed the absolute priority of such families for new housing in the area when it is completed. It reaffirmed a similar priority for eligible businesses in new commercial

E7

space. And it laid down general ground rules for implementing those priorities.

The 1960 relocation report also set forth the proposal that relocation be carried out by redevelopment sponsors through approved relocation agents, rather than by the City directly, as provided in the Preliminary Plan. Direct relocation had been requested by the community, and the change to the present proposal has been one major point of disagreement. Since this seems to arise from widespread confusion of form and substance, it deserves some detailed treatment here.

The initial proposal for direct relocation by the City came at a time before relocation practices for public purposes had been standardized in New York City, and machinery established to enforce those standards. The quality of relocation varied widely. Now, however, with the enactment of the Uniform Code of Relocation Benefits and Practices (the Tenants' Bill of Rights), and the creation of the Bureau of Relocation in the Department of Real Estate, the means exist to make certain that relocation by private agents is equal to any performed by a City agency. This arrangement, in urban renewal, offers certain advantages over direct relocation.

Under the new arrangement, the sponsor of a redevelopment parcel is obliged by his redevelopers' contract with the City, to engage only relocation agents who have prior approval of the Bureau of Relocation. The sponsor's contract further requires him to enter into an agreement with the relocation agent which places the agent and his employees under the direct authority of the Bureau of Relocation.

Bureau staff directly supervise the work of the agent in the field, enforcing every standard of the Tenants' Bill of Rights,

and reviewing every case. In addition, bilingual social workers employed by the Bureau are assigned to work intensively with families with special problems to assist them in obtaining housing which best suits their needs, and to insure the continuation of any required social services to them in their new locations.

The effect is just as if the agent's personnel were working for the City. Thus, although the form of this arrangement is not direct relocation by the City, the substance and effect are the same as if City employees were doing the entire job.

Chief among the advantages offered by the proposal are two of importance both to the tenants and to the City. One of these is that it avoids the necessity to establish a large corps of civil service personnel who would be without work--but entitled to continued employment--once the Plan was carried out. The other is that it continues the sponsor's responsibility for relocation and payment of the required bonuses and finders' fees--which would otherwise be a direct expense to the City. Since New York City's relocation standards provide benefits considerably in excess of those for which federal urban renewal funds are made available, these excess costs would not be reimbursable.

Finally, as a practical matter, any failure of the proposed arrangement to operate in a humane and satisfactory manner in Stage One of the Plan would be an immediate signal for modification to achieve the desired results. It is neither the proposal nor the desire of the Board that any inequities or improprieties which might arise be allowed to continue in a rigid adherence to any administrative machinery. However, in the light of experience in other areas since establishment of the Bureau and the standards which it enforces, we believe the likelihood of such difficulties to be extremely remote.

E9

With regard to commercial relocation, it is regrettable that the Congress has thus far been unwilling to grant the full range of benefits which have been sought by the Board and City Administration for several years, and which are essential to fair and equitable treatment for small businesses. It is true that the benefits have been liberalized somewhat—the $3,000 ceiling on allowable moving expenses has been lifted, and actual costs may now be paid; and the Small Business Administration will now make long-term low interest loans to displaced merchants to assist their re-establishment in a new location. But the key to equitable commercial relocation—payment for loss of good will—has not been granted. Such payments will be sought again at the next session of Congress, and if granted then will be available to all eligible businesses.

In the light of the community's concern for all aspects of relocation, two present proposals for implementing the Plan, which have been developed since the 1960 report are worth mention. Both are the products of consultation between community and the official agency.

The first of these is that the City acquire all redevelopment parcels in the 20-block area at the same time, instead of stage-by-stage. This single taking offers the important advantage of forestalling any ill effects of landlord neglect in redevelopment properties after the Plan goes into action. Such properties will be under City ownership and management, which will permit the prompt relocation of illegally and inhumanely overcrowded families, plus the repair and maintenance required to make such structures habitable until they are reached in the Plan.

Another major advantage of the single taking is that vacant accommodations in second and third-stage buildings may be used for temporary onsite relocation of both residential and commerical tenants who will remain. Tenants in those stages who wish to self-relocate before the Plan activity reaches them will be able to avail themselves of the full schedule of relocation benefits without delay.

Finally, any increase in property values in Stages Two and Three as a result of activity in Stage One will not result in increased acquisition costs to the City.

The second proposal is for "checkerboard" redevelopment in Stage One, to permit temporary onsite relocation near their present quarters for merchants expecting to occupy space in new construction. Some sites proposed for fully-taxpaying development would be held and vacant space in them used to accommodate such merchants, while construction of other sites goes ahead. When the new space is ready, and these merchants moved in, redevelopment of the delayed sites would proceed. This will be done, with the cooperation of the local merchants.

The single taking, with consequent City control and management of redevelopment properties, coupled with inspections of rehabilitation properties under the Plan, should materially abate the code enforcement problem in the area. This problem is currently being met by intensified enforcement activities under the Housing and Redevelopment Board's Area Services office. However, Area Services staff will continue to operate in the area to insure strict code compliance by landlords during the Plan activity, and to continue the present program of coordinating social services to site residents as required.

Preparation for the all-important rehabilitation portion of the Plan also deserves some mention. Basically, the Plan would impose certain strict standards of rehabilitation on those properties judged in need of it. Owners would then have the option of undertaking the required work voluntarily, or of selling their buildings to the City for resale to someone willing to undertake the work. In cases where owners refused either course, the Plan provides for acquisition of their properties by condemnation.

It is important to remember three things about the rehabilitation program: first, that the structures to which it applies do not now provide safe, standard and sanitary living accommodations to those who inhabit them. Most are cut-up and substandard rooming houses. Second, the rehabilitation standards, while strict, are not capricious. They are established as the minimums necessary to insure the long-term soundness of the struc[illegible] and their continuance as adequate and suitable housing in a stable n[illegible]borhood. Third, property owners are not required to undertake extensive rehabilitation without extensive help from the official agency and other government bodies.

Basic to successful rehabilitation is the availability of the Federal Housing Administration's program of Section 220 rehabilitation mortgage insurance. Under this program, FHA guarantees to lending institutions the soundness of their investment provided they make funds available at a high loan to value ratio for an extended period at a low rate of interest. Currently, the program provides for loans of 90% of the building value (or purchase price) plus the cost of rehabilitation, at 5½% interest for a period of 30 years. That lenders are willing to make such loans is demonstrated by the fact that three Savings Banks in the West Side have already created a $3 million mortgage pool to finance Section 220 mortgages, and some property owners within the area have

already accomplished rehabilitation through the use of home improvement loans.

For less demanding rehabilitation, there is available another program of FHA home improvement loan insurance, which makes smaller loans available for shorter periods without the encumbrance of a home mortgage.

One important aid to property owners offered by the Board under the Plan is detailed guidance and help in processing an application for financing under the FHA programs. Technical staff with expert knowledge of the program is available and will be assigned to assist owners in the Plan area to execute the required paperwork, and to guide it through the FHA procedures. But available help does not end there. Even prior to seeking the necessary financing, property owners may receive help in 1) determining what work is necessary to meet the standards; 2) planning it for maximum economy and soundness, with advice from architectural consultants provided by the Board; 3) relocating present tenants where necessary with full benefits under the City's standards and procedures; and 4) monitoring the work to make sure it is done in an effective and reliable manner by a qualified contractor. The Board will also assist eligible sponsors or owners to take full advantage of provisions for tax abatement in rehabilitation under J 41-2.5 of the Administrative Code.

Many brownstones in the area will require relatively minor repairs or, where they meet the Plan standards, none at all. The amount of work will vary from building to building. Upon its completion, the rehabilitation program will have recaptured for modern living many buildings which are structurally sound and still useful, but presently abused. With their high ceilings, larger rooms, big windows and rear gardens, these will become some of the most attractive dwellings in the area.

Special attention has been given to the architectural quality of new construction in Stage One, where sponsors have already been tentatively designated. Their selection was based in part upon the ability of their architects. The designs which they have proposed offer a vivid preview of the character which new construction will lend to the area. Equal attention will be paid to quality in later stages.

In addition to the proposals for new housing contained in the Plan itself, the Board has reserved the site of P.S. 93, at the northwest corner of Amsterdam Avenue and 93rd Street, for housing for low-income families. Under present zoning, this would provide approximately 210 additional apartments. The proposal is in direct response to a request from the Stryckers Bay Neighborhood Council.

The Final Plan for the West Side Urban Renewal Area is the end result of the work, thought and imagination of a great many individuals, groups, and private and public agencies. Undertaken in response to physical and social problems faced by the residents of a single area--Manhattan's Upper West Side--these efforts already have spread in their effects far beyond the single Plan, and the twenty blocks it proposes to renew.

The knowledge and ideas gained in the long and complex process of developing the Plan have pervaded thought and action in the City's entire renewal effort. They have resulted in a completely new concept of renewal, and an entirely new philosophy of interaction between citizens and government in carrying out that concept.

The pattern of specific proposals in the Plan cannot be and are not considered suitable for every area of the City. But the principles upon which they are based have been widely accepted and constitute the core of many newer proposals advanced since the Plan was begun.

E14

Because of this, and because so much has already been written and said about the West Side project, much of what is in the Final Plan will not seem new. Nevertheless, it will be in the implementation of this Plan, if it is approved, that much of what is now considered routinely sound renewal thinking in this City will first meet the test of practice. We urge its approval, not only in the interests of the West Side community, but in the interest of communities throughout the City for whom we believe this concept of renewal holds promise of a new and better life.

##########

May 1, 1962

E15

ACT SHEET

FST SIDE URBAN RENEWAL AREA	A Title I urban renewal project combining conservation, rehabilitation and redevelopment to provide new and rehabilitated housing for all income levels on both a rental and cooperative basis and create new and improved community facilities. Sponsors will include the New York City Housing Authority, community groups and private builders and developers. Initially, renewal activity will begin in only Stage I, the 8-block area bounded by West 93rd and West 97th Streets and Central Park West and Amsterdam Avenue. The City of New York will acquire and manage redevelopment parcels in Stages II and III until work begins there.
EVELOPMENT COST:	$180,000,000 (estimated).
ROJECT COSTS:	Gross Project Cost $45,088,944 Disposition Proceeds $15,897.520 Net Project Cost $29,191,424 Federal Capital Grant $19,460,949 City Share $ 9,730,475
AX GAIN: (estimated)	Present Real Estate Tax $ 905 000 After Development $ 3,215,000 (estimated) Gain $ 2,310,000 (estimated)
ROPOSED FINANCING:	A variety of public and private financing is available to redevelopment and rehabilitation sponsors. City and State mortgage funds will be made available to Limited Profit Housing Companies. The area will also be eligible for FHA Sec. 220 Mortgage Insurance. These and other financing means will be used by sponsors according to their particular needs and resources. Limited Profit (State Mitchell-Lama...90 per cent mortgage loan on total development cost for a period of 40 years at an initial interest rate of 4 per cent. Limited Profit (City Mitchell-Lama ...90 per cent mortgage loan on total development cost for a period of 50 years at an initial interest rate of 3½ per cent.
X EXEMPTION:	City and State Limited Profit (Mitchell-Lama) developments will receive a minimum tax exemption of 40 per cent of the assessed valuation upon completion for a maximum period of 30 years.
IE:	Area bounded by Central Park West and the east side of Amsterdam Avenue, and from the north side of West 87th Street to the south side of West 97th Street, Manhattan.
EA:	20 square blocks.
LOCATION:	Approximately 6,391 families, plus 1,687 single room occupancy tenants
IGHBORHOOD:	Residential, with multi-family dwellings, apartment houses, retail stores and a large percentage of brownstone houses.
MMUNITY FACILITIES:	Central Park, Goddard-Riverside Community Center, American Museum of Natural History, Hayden Planetarium, play areas alongside Riverside Drive
HOOLS:	New P.S. 84 will open in Fall; P.S. 166, 163, 75; Junior High School and proposed West Side High School; many private and parochial nurseries, elementary and high schools in area.
ANSPORTATION:	IND line; 7th Ave. IRT line; Columbus Avenue and Amsterdam Avenue bus lines; and West 96th Street and West 86th Street crosstown bus lines.

PLAINTIFF'S EXHIBIT 2 - JASON NATHAN STATEMENT
TO BOARD OF ESTIMATE (STRYKER'S BAY EX. D)

E-16

STATEMENT BY JASON R. NATHAN
CHAIRMAN, HOUSING AND REDEVELOPMENT BOARD AND
ADMINISTRATOR, HOUSING AND DEVELOPMENT ADMINISTRATION
BEFORE THE BOARD OF ESTIMATE, FRIDAY, DECEMBER 9, 1966

ON THE

PROPOSED AMENDMENT TO THE WEST SIDE URBAN RENEWAL PLAN

Mr. Mayor and Members of the Board of Estimate:

It is once again an honor to appear before you to discuss what I consider one of the most vital housing plans in the City of New York: the West Side Urban Renewal Program.

You will recall that when I last appeared before you, on October 27th, I requested a one month delay on the Fourth Amendment to the Project Plan, in order to develop facts, not fiction, about the Project and its future. The families in the area deserve no less, because for too long, they have often not been able to get the facts.

This has been a fruitful month. During the period we have conducted an intensive fact-finding search, both for the residents and the Board.

The staff and I personally have held lengthy meetings with at least a dozen groups representing all parts of the community on many different occasions. And I have been deeply impressed with two things: their desire to help rebuild their neighborhood as an economically and ethnically integrated community; and

their genuine and legitimate anxiety about what will happen to each one of their families. These two concerns are mine.

The only real answer is to see new housing sprouting up all over the West Side, at rents that the people who live there now can afford. We must get on with the job of building.

This month has been of tremendous value for another reason: we have hammered out agreements with all of the city, state and federal agencies involved, where previously, sincere hopes but no real agreements existed. I can therefore state unequivocally today that the City's long-standing commitment to construct some 2500 apartments for low-income families in the West Side Urban Renewal area remains firm. That commitment should, can and will be kept.

I would like to give you a brief up-to-date summary of the entire WSURA residential development before I continue:

EXHIBIT D

E-17

Type of Development	Residential Units	Minimum No. fc Low-income
1. Conventional Public Housing	1,453	1,453
2. Middle-Income	5,533	1,106
3. Full-Tax Paying	986	0
TOTALS:	7,972	2,559

In the past, the commitment for 2500 low income units had been a hope. We can now say with certainty that it will be a reality. When I say the commitment was a hope, I mean that the only tool available, other than standard public housing, was the skewed rental system. A month ago we were all concerned about whether the skewing system would work.

But we now have a commitment from the New York City Housing Authority that they will lease 400 apartments for low-income families and for the first time the public housing lease commitment is based on schedules authorized by the Federal government. Another 400 units will be available for low-income families as skewed units in cooperatives; and an additional 306 apartments will go to low-income people under the State Capital Grant Program. This adds up to 1106 apartments for low-income families to be located in middle-income projects.

This concept of integrating low-income families in middle-income housing sites has long been a difficult dream to realize. We can make it

work, I am confident, with the new tools I have described.

I am painfully aware that representatives of the community have had serious doubts about whether or not the skewing system would be an effective method of lowering the rents for low-income families. By strengthening this program as I have just outlined, it can and will be made to work, and it will provide real integration for the families involved.

Turning now to site 36, I would like you to know that I am very much aware of the fears that have been expressed to me by many low-income families, that somehow housing will be taken away from them if the original plan to erect 215 low-rent apartments is changed. I can understand these fears and I know that they must be put to rest. The Federally approved Public Housing commitment for 400 leased units, never available before, provides the assurance that families are entitled to.

But beyond the numbers of apartments for low-income families, there is

the equally great need to assure their availability on a non-discriminatory basis.

We are therefore taking the following steps:

1) We will soon open a Central Renting Office to accommodate everyone, something which has long been advocated by the neighborhood groups and agreed to by the City. It will now be a reality. All sponsors will be required to carry out their renting program through renting agents located in this office. The operation will be under close scrutiny of the Housing and Development Administration. We intend to make it work properly. And there will be a Project Director on the site who will have decision-making authority, the authority to cut delays and stop the buck passing.

2) There are still many families on the site who face a long, hard cold winter in run-down buildings which not even the most experienced real estate operators could adequately maintain. Some of these families are living virtually alone in a building. I am concerned for their safety. But in many cases, these families have been reluctant to move into available, better quarters -- and for good reason. They have had no certainty where they will ultimately wind up. They deserve to have specific plans drawn up for each and every one of them.

I met only two days ago with one tenants group--the West Side Action Committee of Relocatees. They urged both an individual relocation plan for each

family, and efforts to place as many as possible in better buildings now, and they pledge their cooperation on these two matters.

Therefore, I am announcing today that the City will launch an individual family relocation program as the next major step. The residents' groups insist and I agree, that this is a real need and a real step forward. The families deserve some certainty.

3) A constant problem has always been whether newly-constructed housing will match the needs of on-site tenants. Therefore, as part of their contracts with the City all future sponsors will be required to agree that 20% of the units in their developments will be planned and designed for the needs of the low-income families.

I do not take lightly my pledge to assure that every site family will receive individual attention while this renewal program goes forward. The West Side Urban Renewal plan has been widely hailed as the most imaginative

and far-reaching project of its type. This can only be ture if the people involved in it are given a fair shake. For many years now they have heard the promises of City officials. I can well understand how some of them are skeptical about what lies ahead. But I can tell them at the same time that housing is to be built for them, not for the City of New York, not for housing sponsors, but for the families who wish to remain in an increasingly fine neighborhood.

Therefore, I ask this Board to reaffirm publicly the City of New York's commitment of 2500 apartments for low-income families in the West Side Project. And in order to clarify this commitment, I have attached to the Resolution, respectfully submitted to you, a copy of a breakdown of the number of low-rent units to which the City has committed itself to build.

I would also urge the Board to approve the Fourth Amendment, in light of the firm facts I have just outlined.

Finally, let me conclude by urging you to take action now on the amended plan. In this regard I speak for many of the residents of the area. During the past 24 hours I have received many telegrams from residents and civic groups in the West Side asking me to pass on to you their desire for immediate action. And I note especially, that Wednesday evening, the Stryckers Bay Neighborhood Council, I am advised, voted to approve the Fourth Amendment. Stryckers Bay, I know, understands that many hard issues must still

be fought out. So do I, and I welcome the continued, tough vigilance of all these groups.

We have made our commitment and I know your decision will enable us to carry it out.

##########

RESOLVED, BY THE BOARD OF ESTIMATE

That the Housing and Redevelopment Board is hereby directed to provide, as it has stated it can, in the redevelopment of the West Side Urban Renewal Area for a minimum number of dwelling units for families of low income in accordance with the following schedule:

Conventional Public Housing -

Constructed & Occupied	Units	
Wise Towers	399	
120 W. 94th St.	70	
74 W. 92nd St.	168	
589 Amsterdam Avenue	158	
830 Amsterdam Avenue	159	
Rehabs. (48-54 W. 94th St.)	40	994
Under Construction - 36 Brownstones		236
In Planning - P.S. 193 Site		223
Total Public Housing		1453

Other Low Income Housing

Leased units from New York City Housing Authority	400	
Minimum skewed units in cooperative	400	
Minimum units from State Capital Grant Program	306	1106
Low Income Grand Total		2559

WEST SIDE URBAN RENEWAL AREA - STAGE I REDEVELOPMENT SITES, SPONSORS AND PROPOSED DEVELOPMENT

SITE NO:	LOCATION	TENTATIVE SPONSOR	TYPE	APPROX. NO. APTS.	ROOMS PER APT.	ARCHITECT
1, 2, & 3	Southeast corner of Amsterdam Ave. & 97th St., plus 100 ft. on W.96th St.	H.R.H. Construction Corp. and Renewal & Redevelopment Co.	Middle-income rental with some apts. for elderly State Mitchell-Lama	400	2½ - 5½	Ballard, Todd & Gnibbe
4	West side of Columbus Ave. bet. W. 96th & W.97th Sts.	Saul Jarcho & Samuel J. Landau	Rental Fully-taxpaying	350	2½ - 5½	Edward D. Stone
5	East side of Columbus Ave. bet. W. 96th & W. 97th Sts.	Dworman Associates	Rental Fully-taxpaying	250	2½ - 5½	William Lescaze
6	Between Columbus Ave. & Central Park W. South side of 97th Street	Vermilya-Brown, Inc. & Clement & Henry	Middle-income Rental State Mitchell-Lama	250	3½ - 5½	Seymour Joseph
7	East side of Amsterdam Ave. between W. 95th & W. 96th Streets.	Jack R. Robinson & Dworman Assoc.	Middle-income Cooperative State-Mitchell-Lama	210	3½ - 5½	Kelly & Gruzen
8	South side of 96th St. between Amsterdam Ave. & Columbus Avenue	Riverside Neighborhood Assembly	Middle-income Cooperative Mitchell-Lama	220	3½ - 5½	Edelbaum & Webster
9	West side of Columbus Ave. between 95th & 96th Sts.	Urban-Klein Assoc.	Rental Fully taxpaying	210	3½ - 5½	Kelly & Gruzen
10	East side of Columbus Ave. between 95th & 96th Sts.	David Rose Assoc.	Rental Fully-taxpaying	273	3½ - 5½	Kelly & Gruzen
11	East side of Amsterdam Ave. between 94th & 95th Sts.	Goddard-Riverside Housing Corp.	Middle-income co-op City Mitchell-Lama	250	2½ - 6½	Frederick Frost Jr. & Associates
12	West side of Columbus Ave. between 94th & 95th Sts.	Morris & David Bogdanoff	Rental Fully-taxpaying	224	2½ - 4½	Horace Ginsborn & Assoc.
13	East side of Columbus Ave. between 94th & 95th Sts.	Lefrak Organization	Rental Fully-taxpaying	310	2½ - 5½	Kelly & Gruzen

E-21

WEST SIDE URBAN RENEWAL AREA - STAGE I REDEVELOPMENT SITES, SPONSORS AND PROPOSED DEVELOPMENT

SITE NO:	LOCATION	TENTATIVE SPONSOR	TYPE	APPROX. NO. APTS.	ROOMS PER APT.	ARCHITECT
14	Southeast corner of Amsterdam Ave. & 94th St.	Rubin & Kaufman	Middle-income Rental Will have apts. for the elderly City Mitchell-Lama	119	2½ - 4½	Stanley Rapaport
15	South side of 94th St. between Amsterdam & Columbus Ave.	N.Y.C. Housing Authority	Low-Rent Public Housing Federally-aided	70	2½ - 6½	[illegible] M. Prince
16	West side of Columbus Ave. between 93rd & 94th Sts.	Columbus Park Towers	Middle-income co-op City Mitchell-Lama	165	3½ - 6½	Ballard, Todd & Snibbe
17	East side of Columbus Ave. between 93rd & 94th Sts.	Stryckers Bay Housing Corp.	Middle-income co-op City Mitchell-Lama	236	2½ - 6½	Holden, Egan, Wilson & Corser
18	North side of 93rd St. between Columbus Ave. & Central Park W.	Rapaport & Cohen	Rental Fully-taxpaying	65	2½ - 5½	Gustave W. Iser

E22

PLAINTIFF'S EXHIBIT 3 - STARR - VAN DE VELDE
LETTER ENCLOSING "OPEN LETTER TO THE WSURA"

E-23

The City of New York

HOUSING AND DEVELOPMENT ADMINISTRATION

250 BROADWAY, NEW YORK, N. Y. 10007
West Side Urban Renewal Area
581 Columbus Avenue, New York, N.Y. 10024
873-7800

JASON R. NATHAN, Administrator

October 6, 1967

Mr. Roger Starr
Citizens' Housing and Planning Council
20 West 40th Street
New York, N.Y.

Dear Mr. Starr:

Mr. Nathan asked me to see that you got a copy of the enclosed "Open Letter to the West Side Urban Renewal Area".

Sincerely,

C. R. van de Velde

C.R. van de Velde, Director
West Side Project

CRV:em

HOUSING AND DEVELOPMENT ADMINISTRATION

OPEN LETTER TO WEST SIDE URBAN RENEWAL AREA

You will all remember that a proposal to carry out the City's promise to provide 2500 low-income housing units in the West Side Urban Renewal Area was approved by the Board of Estimate last December. Explicit in that plan was housing for relocatees from this project.

This group has been a keystone in our planning, first out of our desire to rehouse them within the bounds of the project to fulfill our commitment of promised priority, and second, by virtue of the fact that redevelopment parcels which still have occupied buildings must be cleared before new construction can begin.

The most recent survey indicates that there are 866 households to be relocated still on site. 764 of these are eligible for public housing. It is expected that some small percentage of these relocatees will move away from the West Side, leaving about 700 who need housing in this area. There will be 450 conventional public housing units available for their permanent housing (brownstones being rehabilitated and the Hostos House on the P.S. 93 Site), leaving 250 more units to be provided. Since some of the relocatees eligible for public housing are also eligible for Capital Grant apartments and may choose them instead, 250 public housing apartments may not actually be required. It is expected, however, that most of the households eligible for both programs will prefer the public housing program because of the lower percentage of income required for rent.

The low-income housing plan proposed to the Board of Estimate in December called for 227 Leased Public Housing units located in Stage I, in State and City-aided middle-income buildings. The Housing Authority was to lease 20% of the units in each building at a cost of $29 a room, and then rent them to low-income tenants at regular public housing rents.

We felt this was sufficient to accomodate the relocatees who would neither fit into the remaining conventional public housing to be built, nor be able to afford rents under the State's Capital Grant program.

The December plan has proven to be infeasible. The State feels there are legal impediments to the existence of Leased Public Housing in State-aided Mitchell-Lama projects, thus leaving only 55 Leased Public Housing units in Stage I for relocatees.

-continue-

The State has offered, however, to expand the Capital Grant program as a substitute for Leased Public Housing; but we do not feel that this would provide sufficient housing, at prices relocatees can afford, to serve our relocation needs.

In response to this problem, we have considered the possibility of turning one middle-income site (Site 7 on the corner of 96th Street and Amsterdam Avenue has been the most discussed possibility in the community) into a public housing site. This has presented several problems. The most important among these is timing. The approval of new plans for a public housing project by all of the governmental agencies involved could not possibly be accomplished in time for ground breaking before next June.

In addition, the December housing proposal provided for a distribution of large apartments and families in several different buildings. The substitution of Public Housing for middle-income housing would necessitate a substantial concentration of large families in one building. It is doubtful whether this kind of plan to meet the need for large apartments would be approved by any financing agency.

Although the State is continuing to review the legal status of Leased Public Housing in State-aided Mitchell-Lamas it does not seem likely that they will be able to reverse their present position in time to meet our needs---a sufficient number of low-income housing units to be completed within the next few years in order to provide permanent housing for relocatees.

We are delighted to propose the following steps in order to fulfill this need:

A. The City will assume the financing for three formerly State-aided Mitchell-Lama projects in Stages I and II scheduled to begin construction before June 1, 1968 (Sites 7, 21, and 24). The Housing Authority will lease 30% of the units in each of these buildings for public housing, providing 181 units;

B. Also, the Housing Authority will lease 30% of the units in each of three City-aided Mitchell-Lama projects in Stages I and II scheduled to begin construction before June 1, 1968 (Sites 10, 20, and 22), providing 186 units of public housing on these sites;

C. The Housing Authority will lease 30% of the units in two City-aided Mitchell-Lama projects in Stage II which are not to begin construction until about 1970, because they are "holding sites" for relocatees (Sites 28 and 30), providing 62 units;

-continue-

D. The State will extend the Capital Grant program to 30% of the units in the middle-income building on Site 6, providing 70 units of low-income housing; and

E. The State will provide, under new legislation, Capital Grant assistance for 20% of the units in cooperatives to be built---a much more workable solution than the old skewed rent program.

It is interesting to see how these changes fit into our commitment for 2500 low-income housing units. In both the December plan and this plan, 1450 low-income units were to be provided through conventional public housing in new or rehabilitated buildings, leaving a balance of about 1100 units to be provided by other means.

The December plan called for 400 units of Leased Public Housing throughout the project with the inclusion of 227 units of them in Stage I to provide needed priority housing as soon as possible. It also called for 400 skewed rent units, and 300 units under the Capital Grant program.

Under our current proposal, there will be in Stages I and II alone 429 Leased Public Housing units, only 194 skewed rent units in the already existing cooperative buildings, and 320 low-income units under the Capital Grant program. This provides in Stages I and II 943 of the 1100 units needed to complete the 2500 unit commitment.

Conventional Public Housing (new construction and rehabs)		1450 units
Leased Public Housing: Stages I and II	429 units	
Skewed Rents: Stages I and II	194 "	
Capital Grant: Stages I and II	320 "	
	943 units	943 units
		2393 units

Two Important Points

1. There are about 826 units of public housing to be built; in the brownstones that are being rehabilitated (236 units), in Hamilton House on the P.S. 93 Site (223 units), and as Leased units in the next six middle-income developments which are to begin construction by June 1, 1968 (367 units). This 826 units of public housing will easily provide housing for the 700 relocatees who will need it.

-continue-

2. Stage III will have to provide only 107 low-income units. Of course, it will be possible to provide more than that in the various middle-income developments to be built in Stage III, and thus fulfill the 2500 unit commitment.

There has been some question as to whether or not middle-income projects will be marketable if 30% of a building is leased to the Housing Authority at $29 a room. The West Side Project is becoming an attractive area in which to live, and we do not feel the adjustments in rent schedules or the existence of 30% low-income tenants in the building will affect the marketability of the rest of the apartments. If, however, the middle-income 70% of these apartments does prove unrentable with adjusted rents, there are various ways to alter the financing of the building, and thus lower rents for the middle-income portion of the building. Since they will be City Mitchell-Lama projects complete control in this area will be in the hands of the Housing and Development Administration.

Whether or not this new plan will work in practice is contingent upon several factors. It will be our job to control the part these factors play in the plan.

Since sponsor cooperation is such an important element in our proposal, each one has been required to submit a letter agreeing to:

1-Commencement of construction no later than June 1, 1968;
2-Having Land Disposition Agreement read "...30% for low-income residents..." under Leased Public Housing;
3-Accepting the list of priority tenants provided by the Project's Central Renting Office, which they will also have to use for renting; and
4-Creation of large units for families as indicated by the Project's Central Renting office list of early assignment.

The Central Renting Office will be empowered to assign apartments to members of the project community in accordance with their preferences even before the buildings have been built. Since sponsors will be required to accept the list of tenants provided by the Central Renting Office, we can be sure that there will be no discrimination in the renting process and further that families from the area will be tenants in the new buildings.

The fact that the City will hold a 50 year mortgage on each of these buildings, and establish under the Housing and Development Administration a stronger office solely for the purpose of supervising the management of Mitchell-Lamas will further insure that these families cannot arbitrarily be made to move, whether they are paying full rents or receiving some form of assistance.

-continue-

Finally, the City is taking every step necessary to enable construction of the buildings in question to begin before June 1968. Two sets of plans, namely Sites 5 and 10, will go before the City Planning Commission in the next couple of weeks. The rest of the plans are scheduled for presentation in the next few months. We have also made sure that working drawings are being made even before approval of the preliminary plans is complete so that construction can begin as soon as the plans are approved.

Sincerely,

C. Rvan d. Velde

C.R. van de Velde, Director
West Side Project

PROJECTED HOUSING FOR STAGES I AND II

September 1967

1st STAGE

SITES	M.I.	L.P.H.	SK.	C.G.	P.H.	F.T.	TOTAL
1,2,3	334			83			417
4						350	350
5	221			55			276
6	165			70			235
7	147	63					210
8	166		41				207
9						210	210
10	192	81					273
11	155		38				293
12	152		38				290
13	204			51			255
14	96			24			120
15					70		70
16	130		32				162
17	188		45				233
TOTALS	2150	144	194	283	70	560	3601

-continue-

2nd STAGE

SITES	M.I.	L.P.H.	SK.	C.G.	P.H.	F.T.	TOTAL
20	164	69					233
21	137	58					195
22	84	36					120
23						151	151
24	140	60					200
25					168		168
27						60	60
28	128	31					159
29					399		399
30	128	31					159
31	152			37			189
TOTALS	933	285	0	37	567	211	2033

GRAND TOTALS STAGES I AND II

Middle Income	3083
Leased Public Housing	429
Skewed Rent	194
Capital Grant	320
Public Housing	637
Fully Tax Paying	771

E-31

PLAINTIFF'S EXHIBIT 4 - JASON NATHAN STATEMENT TO BOARD OF ESTIMATE (STRYKER'S BAY EX. E)

Housing and Development Administration

JASON R. NATHAN, ADMINISTRATOR

THE CITY OF NEW YORK 250 BROADWAY NEW YORK N. Y. 10007 TEL. 566 4210

. . . news

FOR RELEASE
UPON DELIVERY

57-67

STATEMENT BY JASON R. NATHAN
ADMINISTRATOR
HOUSING AND DEVELOPMENT ADMINISTRATION
BEFORE THE
BOARD OF ESTIMATE
CITY HALL
WEDNESDAY, OCTOBER 25, 1967

Mr. Mayor and Members of the Board,

The matter before you is the proposed disposition of Site 6 in the West Side Urban Renewal Area, for a State-aided middle-income housing development under the Limited Profit Housing Companies (Mitchell-Lama) Law. I strongly recommend approval, and I should like to tell you why in terms of the whole West Side situation.

The problem of providing decent apartments for families of low income

is the most difficult challenge of the West Side Urban Renewal Area. And yet it is the essential ingredient to make the west side different from those renewal areas which preceded it, where families were dislocated with no chance to resettle in the neighborhood that they had called home.

Five years ago, the City made a commitment to build 2500 units of low income housing in the Upper West Side. This commitment, always a difficult one, was reaffirmed before this body last December when I appeared before you on another matter within the west side project. I not only took up that challenge and committed this Administration to meeting it, but also went an important step further. Instead of relying on hopes, promises and conventional methods to fill our unit commitment, I advised you of a real breakthrough -- a new program of 400 units of leased public housing. I pointed out that by providing leased public housing for 20% of the units in the Mitchell-Lama buildings to be constructed, we would, for the first time, be able to realistically provide housing for low-income families within integrated low and middle-income buildings.

Since that December commitment, we have had to face a new difficulty, one that placed a portion of the promised leased public housing within Mitchell-Lama projects in serious jeopardy. This is the fact that unfortunately counsel to the State Division of Housing has raised some technical legal questions as to whether or not public housing leasing is possible within State-Financed Mitchell-Lama projects. However, after a series of intensive conferences with the State Division of Housing, I am able to report to you today that a number of agreements have been reached which, in our opinion, not only solve the problem of public housing leasing, but also produce an even more satisfactory long range solution than the one discussed in December. Our agreement with the State Division of Housing is as follows:

1. Three sites which were to be financed under the State Mitchell-Lama program will now be financed under the city Mitchell-Lama program. This assures the inclusion of public housing leasing in those developments.

2. We have determined that the percentage of all public housing leasing should be raised from 20% to 30%.

3. The State Division of Housing, in order to further strengthen its own program to assist low-income families, has determined that the State capital grant program, under which special financial assistance is made available for low-income families, is to be redesigned so that State capital grant apartments begin not at $18.00 per room per month as previously, but at $16.50.

4. The State has agreed to increase the percentage of its capital grant units on Site 6 from 20% to 30%.

5. In the past, the State capital grant program for low-income families has made units available only in rental projects. The State has agreed to use the recently passed State legislation to make capital grant assistance available for 20% of the apartments in cooperatives, as well.

6. Finally, you should know, and I am making this a part of the record, that we have received letters of commitment from all of the housing sponsors agreeing to the transfer to City-aided Mitchell-Lama programs, agreeing to lease 30% of their developments to the Housing Authority, agreeing to a very tight schedule to begin construction, and agreeing to utilize the central renting office which was established at the urging of the community only a short while ago

(more)

in order to provide individual families with their own relocation plan. Further, we have a letter from the Housing Authority committing that agency to the increase of leased apartments from 20% to 30%. And the last items I want to make part of the record are the letters from the State Division of Housing confirming their promised role in the above agreements.

What do these agreements mean?

The most important result is that housing for low-income families will be in ample supply. There will be enough not only to meet the needs of the residents of the neighborhood who must be relocated, but to fulfill the total commitment of 2,500 apartments to which the city is pledged.

Moreover we are not only filling our commitment, but we will do it at a faster pace than was thought possible in December. Specifically, the 400 units of leased public housing that had been projected over three stages of development with a final occupancy target date of 1973, will now be built in stages one and two with an occupancy date three years earlier. By this same target date -- the spring of 1970 -- 2,400 units of the total 2,500, which five years ago was just a hope and a dream, will actually be built and occupied.

There have been a number of recent suggestions made that we should convert some of the parcels scheduled for middle-income construction entirely to public housing construction. We are convinced that by far, the fastest progress, the earliest starts and the earliest availability of housing units for low-income

families will be assured by proceeding on the course I have just outlined, that is, by carrying out the middle-income developments with this heavy portion of aid to the low income group. We are today planning to start construction on no less than six rental buildings by next June. These six buildings, gentlemen, will provide 1,221 units, of which 367 will be for low-income families. This 367 added to the public housing now in construction makes a total of 862 units of public housing available for 700 families remaining on site who have waited too long for new housing in their own neighborhood and who must be relocated before the West Side Urban Renewal project can be completed.

Thus, in order to speed the West Side project toward completion, to provide low- and middle-income housing at a time and in a place where it is badly needed, and to create opportunities of economic integration, I urge your approval of the matter before you.

###

FACT SHEET

LOW INCOME HOUSING FOR THE WEST SIDE

Supplement to Jason R. Nathan Statement
to the Board of Estimate
October 25, 1967

The resolution passed by the Board of Estimate December 9, 1966, reads as follows:

"Resolved, by the Board of Estimate

That the Housing and Redevelopment Board is hereby directed to provide, as it has stated it can, in the redevelopment of the West Side Urban Renewal Area for a minimum number of dwelling units for families of low income in accordance with the following schedule:"

Total conventional public housing -		1453 units
Other low-income housing in all three stages:		
Leased public housing	400 units	
Skewed carrying charges	400 units	
State capital grant	306 units	1106 units
		2559 units

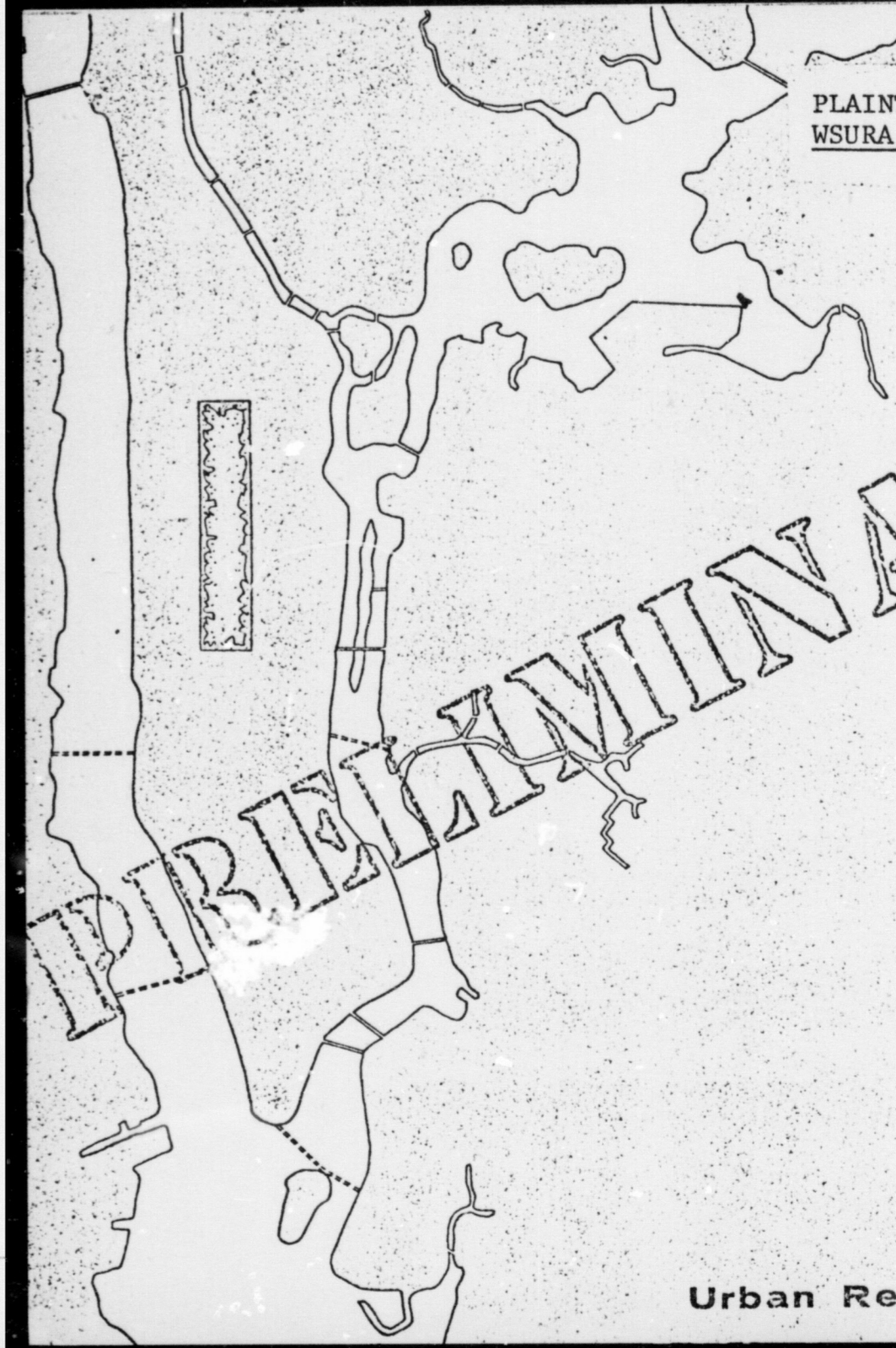
The revised schedule:

Total conventional public housing - (in all three stages)		1453 units
Other low-income housing - First and second stages		
Leased public housing	429 units	
Skewed carrying charges	194 units	
State capital grant	320 units	943 units
		2396 units

Third stage - 20 to 30 per cent of the apartments in the new middle-income developments will be set aside for low income families, to produce the remainder of the 2,500 low income unit commitment.

E-35

PLAINTIFF'S EXHIBIT 5 - PRELIMINARY PLAN -
WSURA, URBAN RENEWAL BOARD

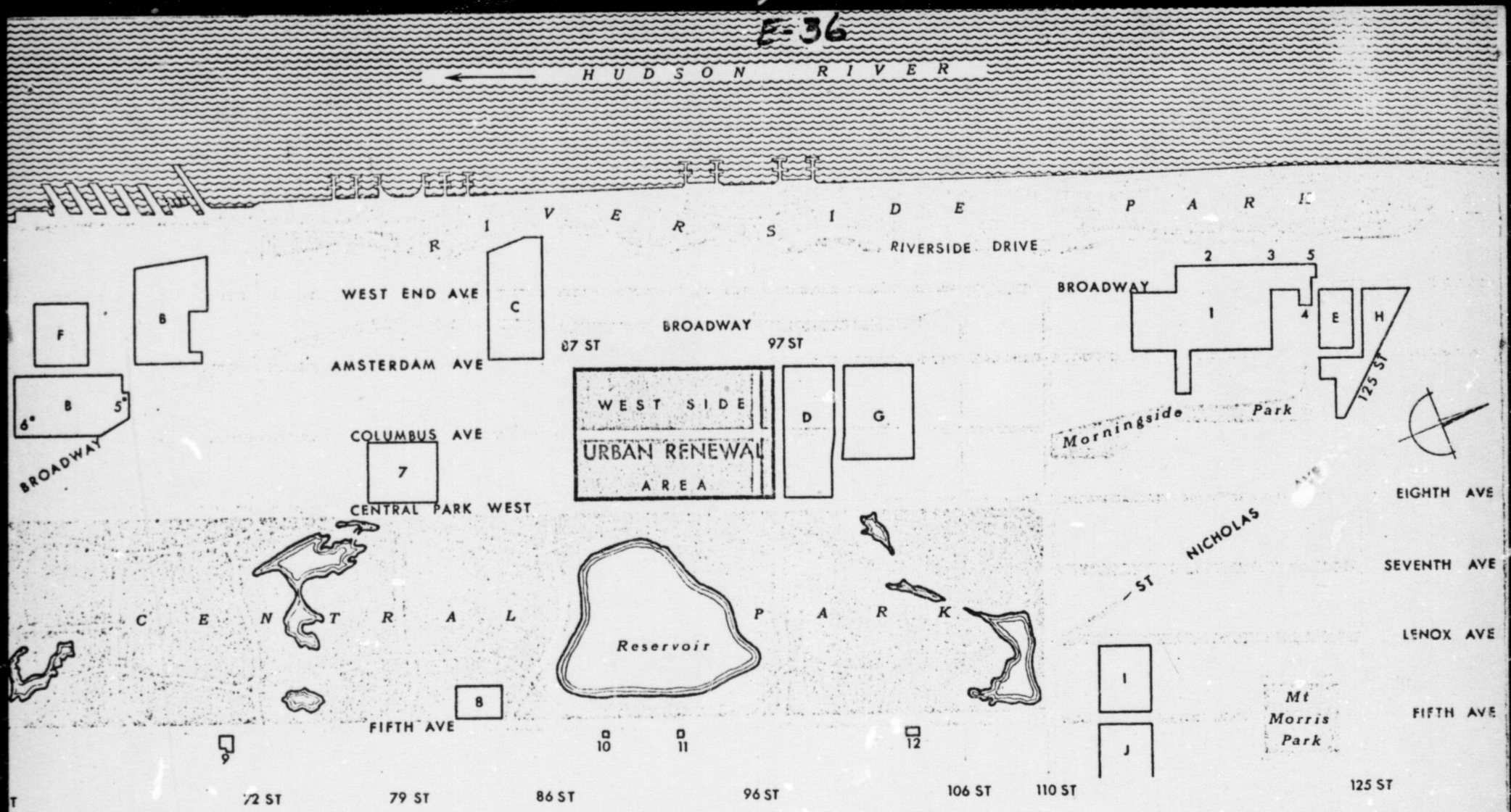


PRELIMINARY PLAN

URBAN RENEWAL

Urban Renewal Board • The City of New York

E-36



EDUCATIONAL INSTITUTIONS AND MUSEUMS

Columbia University
Barnard College
Union Theological Seminary
Jewish Theological Seminary
Juilliard School of Music
Fordham University
Proposed location

7	Museum of Natural History
8	Metropolitan Museum of Art
9	Frick Gallery
10	Guggenheim Museum
11	Jewish Museum
12	Museum of The City of New York

TITLE I REDEVELOPMENT

A	Coliseum
B	Lincoln Square (including Center for Performing Arts)
C	Riverside-Amsterdam
D	West Park Village
E	Morningside Gardens

PUBLIC HOUSING

F	Amsterdam
G	Frederick Douglass
H	General Grant
I	Stephen Foster
J	Sen. Robert A. Taft

PARK WEST COMMUNITY AND ENVIRONS

ward toward the Hudson River. The area itself is generally level.

the dilapidation and overcrowding of these buildings, are among the

E-37

Housing and Home Finance Agency
of the United States

Norman P. Mason
Administrator

Walter S. Fried
Regional Administrator

Urban Renewal Administration

Richard L. Steiner
Commissioner

Charles J. Horan
Regional Director

Board of Estimate
of the City of New York

Robert F. Wagner
Mayor

Abe Stark
President of the Council

Lawrence E. Gerosa
Comptroller

Hulan E. Jack
President, Borough of Manhattan

James J. Lyons
President, Borough of The Bronx

John Cashmore
President, Borough of Brooklyn

John T. Clancy
President, Borough of Queens

Albert V. Maniscalco
President, Borough of Richmond

New York City Planning Commission

James Felt
Chairman

Francis J. Bloustein
Vice Chairman

Goodhue Livingston, Jr.

Robert Moses

Lawrence M. Orton

Michael A. Provenzano
ex officio

Charles J. Sturla

PRELIMINARY West Side URBAN RENEWAL Area

Urban Renewal Board • The City of New York

Abraham D. Beame
Director, Bureau of the Budget

William Reid
Chairman, City Housing Authority

J. Clarence Davies, Jr.
Commissioner, Department of Real Estate

Peter J. Reidy
Commissioner, Department of Buildings

Michael A. Provenzano
Acting Chief Engineer, Board of Estimate

Charles H. Tenney
Corporation Counsel

James Felt, Chairman
Chairman, City Planning Commission

Samuel Ratensky
Director

Richard K. Bernstein
General Assistant to Chairman

E-38

This report has been prepared by the Urban Renewal Board in accordance with the requirements of Section 72-m of the General Municipal Law of the State of New York. The statute requires approval by the governing body of the municipality of a Preliminary Plan for the renewal of a deteriorating area. Such approval must follow review of the plan by the City Planning Commission, and appropriate public hearings.

Specific items covered in the Preliminary Plan, as required by law, include a detailed statement of existing physical, economic and sociological conditions in the urban renewal area; and a general statement of proposals with respect to land uses, pattern of traffic and transportation circulation, community facilities and open space, demolition of designated structures, new construction, rehabiltation and conversion, and methods of financing; and the estimated housing needs of families to be displaced.

CONTENTS

	Page
LETTER OF TRANSMITTAL	4
Introduction	5
Characteristics of Urban Renewal Area	9
PHYSICAL CONDITIONS	9
ECONOMIC CONDITIONS	12
SOCIOLOGICAL CONDITIONS	12
Preliminary Urban Renewal Plan	15
PROPOSED LAND USES	16
PROPOSED PATTERN OF TRAFFIC AND TRANSPORTATION CIRCULATION	17
PROPOSED COMMUNITY FACILITIES AND OPEN SPACE	18
PROPOSED DEMOLITION OF DESIGNATED STRUCTURES	18
PROPOSED NEW CONSTRUCTION	19
PROPOSED REHABILITATION	20
PROPOSED RESIDENTIAL DENSITIES	22
PROPOSED METHODS OF FINANCING	23
ESTIMATED HOUSING NEEDS OF FAMILIES TO BE DISPLACED	25
COMMUNITY PARTICIPATION	28
APPENDIX	30

E-39

THE CITY OF NEW YORK

URBAN RENEWAL BOARD

2 LAFAYETTE STREET
NEW YORK 7, N.Y.

SAMUEL RATENSKY
DIRECTOR

May 28, 1959

Hon. Robert F. Wagner
Mayor of the City of New York
City Hall
New York 7, New York

Dear Mr. Mayor:

I take pleasure in submitting to you, on behalf of the Urban Renewal Board, the Preliminary Plan for the West Side Urban Renewal area. This signalizes the next stage in realization of the renewal of a twenty-block area on the West Side of Manhattan. As required by Section 72-m of the General Municipal Law, the Preliminary Plan must be approved by the Board of Estimate, after referral to the Planning Commission and after public hearings before both bodies.

In preparing this Preliminary Plan, as in the earlier study of the area, we have had the support and cooperation of many City departments and officials. I want to mention particularly the enthusiastic interest and help which we have had, from the outset, from the Borough President of Manhattan, the Hon. Hulan E. Jack.

Sincerely,

James Felt

James Felt
Chairman

ABRAHAM D. BEAME
DIRECTOR, BUREAU OF THE BUDGET

J. CLARENCE DAVIES, JR.
COMMISSIONER, DEPT. OF REAL ESTATE

MICHAEL A. PROVENZANO
ACTING CHIEF ENGINEER, BOARD OF ESTIMATE

WILLIAM REID
CHAIRMAN, CITY HOUSING AUTHORITY

JAMES FELT, CHAIRMAN
CHAIRMAN, CITY PLANNING COMMISSION

PETER J. REIDY
COMMISSIONER, DEPARTMENT OF BUILDINGS

CHARLES H. TENNEY
CORPORATION COUNSEL

E-40

Introduction

THIS Preliminary Plan for the West Side Urban Renewal Area marks the interim stage in a significant new program for The City of New York. It presents a blueprint for the renewal of a 20 block area in a deteriorated residential section of the City by a combination of activities, including conservation, rehabilitation, and spot clearance and redevelopment. The plan differs from previous City attacks on urban blight in two major respects: one, it proposes to deal with a deteriorating, rather than a slum, area; and two, it proposes to clear only those buildings that are deemed beyond salvage or that prevent realization of an overall plan for upgrading the area. Rehabilitation and conservation of existing structures, new construction in redevelopment sections, and improvements in street design, traffic patterns and community facilities will revitalize the entire area while retaining insofar as possible its present desirable physical and social characteristics.

E-41

The Preliminary Plan has been prepared by the Urban Renewal Board following recommendations of the City Planning Commission contained in an evaluative study of the West Side Urban Renewal Area (hereafter referred to as The Study). Published in April 1958 and partially financed with a Demonstration Grant from the Federal Government, The Study determined that renewal of the West Side Urban Renewal Area is feasible, and recommended the creation of an agency to draw up plans for the area. Mayor Wagner, on May 9, 1958, appointed the Urban Renewal Board. On June 18 1958 the City Planning Commission, in City Planning Report CP-14064, designated the urban renewal area as a deteriorating area, in accordance with the requirements of Section 72-m of the General Municipal Law of the State of New York. The Board of Estimate, by Cal. No. 360-A, dated June 26, 1958, as amended by Cal. No. 378, dated January 22, 1959, designated the Urban Renewal Board as the agency responsible for carrying out renewal of this area.

Planning for the West Side Urban Renewal Area is proceeding with Federal financial aid under the terms of Title I of the Housing Act of 1949 as amended to date, and within the framework of Section 72-m of the General Municipal Law of the State of New York. An Application for a Federal Survey and Planning Advance and Capital Grant Reservation was made by the Urban Renewal Board on September 9, 1958 and approved by the Federal Government on December 17, 1958. The Board of Estimate accepted the Offer of Advance on December 18, 1958 by Cal. No. 415.

The urban renewal area, as shown on the map entitled Park West Community and Environs, is bounded by 87th and 97th Streets, Central Park West and Amsterdam Avenue. It is located in the heart of Manhattan's Park West - Morningside community, which extends from 59th Street to 125th Street, between Central Park and the Hudson River.

This part of Manhattan is unsurpassed with respect to certain basic amenities. It is adjacent to Central Park and within easy walking distance of Riverside Park. Public transportation, provided by the IND and IRT subways, north-south bus routes on Central Park West, Columbus Avenue, Amsterdam Avenue, Broadway and Riverside Drive, and cross-town busses on 86th and 96th Streets, offers rapid and convenient service to midtown shopping and entertainment centers, to all of Manhattan's commercial areas, and to the great cultural resources to the north, south, and east. These advantages have in

E-42

the past placed the Park West - Morningside community among the most desirable residential quarters of New York, and are fundamental assets of the urban renewal area.

In recognition of this fact, the Park West - Morningside community has in recent years been the scene of several redevelopment programs, public housing projects, and other public improvements that have brought new life to the community. These include Morningside Gardens and Grant Houses in the northernmost portion of the area, and West Park and Douglass Houses immediately north of the urban renewal area. Southwest of the urban renewal area, the Riverside - Amsterdam Project is presently in the planning stage. In the southern portion of Park West - Morningside, the Coliseum, Columbus Circle Apartments and Amsterdam Houses are complete, and the Lincoln Square Project, which will give New York a magnificent new cultural center as well as additional new housing, is well under way. Several new public schools, and a number of child care, health, community, and library facilities have been constructed or are presently in the planning or construction stage.

Thus, one of the particular advantages of the West Side Urban Renewal Area Plan is that it can be developed as an integral part of a comprehensive effort to renew Manhattan's entire upper west side. The extensive rebuilding activities near and adjacent to the West Side Urban Renewal Area will help stimulate investment within that area. At the same time, renewal of this 20-block area will protect new investment in nearby redevelopment areas, and lay the foundation for further, similar activities both in the Park West - Morningside community and in other parts of the City.

The West Side Urban Renewal Area offers a challenging opportunity: to prove that a well-conceived urban renewal plan, developed in consulation with citizens of the community involved, can restore a neighborhood to its former high quality without destroying its individual character. In meeting this challenge, the successful execution of the West Side Urban Renewal Plan will demonstrate that a prime, centrally located urban area can be revitalized to produce higher tax returns while housing a broad and sound diversity of economic and ethnic groups.

E-43

Characteristics of Urban Renewal Area

A PLAN aiming at the goals outlined in the Introduction depends to a considerable extent on an accurate appraisal of existing conditions. The Study included detailed investigations of physical, social and economic factors by various City departments, private groups and individuals, and the Planning Commission staff. The findings of The Study are included herein by reference and are freely drawn upon in the following discussion. THE REAL ESTATE MARKET IN AN URBAN RENEWAL AREA, a study by Chester Rapkin initiated by the City Planning Commission and published in January, 1959, also provided extensive information on the West Side Urban Renewal Area which has been utilized where pertinent. Finally, surveys and analyses by the Urban Renewal Board have updated information on present conditions in the area, particularly with respect to condition of structures and family characteristics.

PHYSICAL CONDITIONS

Topography

The urban renewal area lies approximately in the center of the upper Manhattan plateau which rises gradually in a northerly direction, terminating in a deep valley at 125th Street, and sloping down-

E-44

ward toward the Hudson River. The area itself is generally level, although there are slight variations in grade.

Land Use

Residential Use The distribution of land uses in the urban renewal area reflects its historical development. Largely because of its convenient and favorable location, the area was traditionally a preferred residential community. With approximately 85 per cent of the net land area (all land exclusive of streets) of 74 acres in predominantly residential use, it contains a wide range of dwelling types reflecting various eras of real estate activity. Most of the side streets are lined with 19th-century brownstone houses, with the exception of concentrations of old-law tenements along the south side of 93rd Street between Central Park West and Columbus Avenue and along 89th, 90th, 91st and 96th Streets between Amsterdam and Columbus Avenues. The old-law tenements that almost solidly line Columbus Avenue are evidence of the blighting effect on this avenue of the now demolished Ninth Avenue "El." Old-law tenements are also predominant along Amsterdam Avenue, although a number of elevator buildings break the pattern. Along Central Park West the former elegant mansions have given way to tall apartment structures, many of a luxury type, and scattered elevator buildings are found on the side streets, particularly north of 90th Street between Central Park West and Columbus Avenue.

A major blighting influence in the urban renewal area is the use of brownstones and old-law tenements as rooming houses and for single room occupancy. Of the 665 brownstone structures in the area, 64 per cent are rooming houses. In the category of old-law tenements without elevators, 12 per cent of the total of 308 structures contain single room occupancy units. This figure is considerably more significant than appears at first glance, since each building contains many rooms and these single room occupancy units are often occupied by entire families. The character of conversion and operation, and the dilapidation and overcrowding of these buildings, are among the primary causes of deterioration in the urban renewal area.

Public and Semi-Public Use Public and semi-public uses account for approximately ten per cent of the net urban renewal area. Public uses, comprising 4.8 per cent of the area, include Joan of Arc Junior High School (J.H.S. 118) located at 154 West 93rd Street, P.S. 166 at 132 West 89th Street, and Department of Water Supply, Gas and Electricity easements and buildings on or near the Columbus Avenue frontages, between 90th and 93rd Streets and 96th and 97th Streets.

Uses in the semi-public category, accounting for 5.2 per cent of the net land area, include several private and parochial schools: the Walden School, at the corner of Central Park West and 88th Street; Columbia Grammar School, at 22 West 94th Street; Birch Wathen School, in the block north of J.H.S. 118; Trinity School, in the block south of J.H.S. 118; St. Gregory's School, a parochial school at 144 West 90th Street; and the Franklin School, at 18 West 89th Street. Charles B. Towns Hospital is located at 293 Central Park West. There are also 16 religious structures in the area.

Although nearby Central Park facilities are available, one of the major deficiencies within the urban renewal area is lack of local play and sitting areas. The only public play space is the Joan of Arc Junior High School playground, which is inadequate in size. A private playground is located at the Trinity School. With the exception of very small school yards, there are no other public or private recreational spaces in the 20-block area. A serious lack of play space for pre-school age children and passive recreation space for adults exists.

Commercial Use Ground floor commercial uses are found extensively along Amsterdam and Columbus Avenues, but there are few predominantly commercial structures in the urban renewal area. The only substantial group of commercial buildings is located along 89th and 90th Streets between Amsterdam and Columbus Avenues. Pre-

project and the new P.S. 84 discussed above, both of which have been

E-45

dominantly commercial use accounts for less than five per cent of the net acreage.

The general pattern of land use is a desirable one for a residential neighborhood. The area is fortunate in the comparative absence of incompatible uses such as warehousing, large office buildings, and other heavy commercial uses. Schools, religious buildings and other community facilities are generally well located throughout the area. Historically, the intermixture of dwelling types provided a wide range of housing accommodations to meet the needs of different income groups. However, in recent years the large number of conversions has multiplied the evils of overcrowding and transient occupancy in the area; and the continuing existence of old-law tenements with their inherent inadequacies of plan and design has impaired the residential quality of the neighborhood.

Structural Condition

At the time of The Study, a thorough structural analysis was made of all buildings in an eight-block pilot area within the urban renewal area. This analysis was aimed at providing detailed information as to the architectural feasibility of rehabilitating existing structures.

In preparing the Preliminary Plan, the Urban Renewal Board conducted a more generalized survey in the urban renewal area to determine the physical condition of every structure in the area. While the findings of this survey will serve as one guide to the designation of structures to be demolished, rehabilitated and conserved, decisions as to the architectural feasibility of rehabilitation and conservation also must take into account the physical layout of the rooms, and the light, air and open space provided. Final determination of structures to be demolished and retained will also depend on planning factors, such as assemblage of parcels for appropriate reuse.

The following table summarizes the present physical condition of all existing structures.

STRUCTURAL CONDITIONS. WEST SIDE URBAN RENEWAL AREA

Type of Structure By Predominant Use	Number of Structures: Fair Condition	Needing Minor Repair	Needing Major Repair	Total
Residential	205	508	326	1,039
Public and Semi-Public	25	8	—	33
Commercial	23	10	5	38
Total	253	526	331	1,110

Streets and Traffic Patt

Under the existing street layout, Central Park West is a two-way north-south thoroughfare, while Amsterdam and Columbus Avenues are major one-way northbound and southbound avenues, respectively. The urban renewal area is crossed by one major cross-town thoroughfare, 96th Street.

According to a study made in 1956 by the Department of Traffic, a total volume of approximately 118,000 vehicles per day passed through the urban renewal area, more than half of which was concentrated on the north-south avenues. The synchronization of traffic signals permits a steady flow of traffic on Amsterdam and Columbus Avenues. These avenues carry a high proportion of commercial traffic, while Central Park West is restricted to passenger vehicles. A Traffic Department survey showed that 52.3 per cent of the total 8 AM to 4 PM traffic on Amsterdam Avenue on an average weekday was truck traffic; on Columbus Avenue the corresponding percentage was approximately 49.

The east-west streets carry a lesser, but in some cases still excessive, proportion of commercial vehicles. This proportion is particularly high on 91st Street where 30.8 per cent of the vehicles counted between Amsterdam and Columbus Avenues were trucks. On 94th Street 20.1 per cent truck traffic was recorded, while on

As previously stated, it is presently contemplated that all or some of

E-46

congested 96th Street 10.6 per cent of westbound and 17 per cent of eastbound traffic was truck traffic.

With off-street loading facilities in the urban renewal area virtually nonexistent, loading and unloading operations impede the flow of traffic on Amsterdam and Columbus Avenues. On Columbus Avenue between 90th and 91st Streets, the Traffic Department recorded on an average weekday a total of 89 trucks receiving or delivering between 8 AM and 4 PM. The average number of trucks standing on this one block was 13 per hour, with the greatest number between 10:30 and 11:30 (20) and between 1:00 and 2:00 (18).

These standing and loading operations compound the already serious parking problem. The Study estimated that there were 1,770 curb spaces in the area. However, the average weekly loss of spaces owing to a variety of parking restrictions amounted to approximately 42 per cent.

There were five garages in the urban renewal area providing approximately 600 spaces, which gave a ratio of one parking berth for every 23 dwelling units — a ratio that was substantially lower than the average in Manhattan of one to seven. However, the car ownership ratio in the urban renewal area in 1956, approximately 11 families per car, was also considerably lower than the Manhattan average of five families per car.

ECONOMIC CONDITIONS

The Study revealed that the character and amount of investment in the urban renewal area have undergone a profound change that both reflects and contributes to the decline of the area.

There has been virtually no new private construction in the area since the 1929 depression halted the boom that followed the opening of the Broadway subway and Riverside Drive. The post-World War II period saw only five new structures and only one residential building erected in the urban renewal area. At the same time, investment in improvements of existing structures fell off sharply. The little investment that did occur went into conversions of large apartments to smaller dwelling units.

As long-term investment continued to decline and overcrowding and deterioration continued to increase, the reputation of the area as a high-risk real estate investment district became entrenched. The ratio of sales prices to gross rental income, especially for brownstones, was relatively low compared to that for New York City as a whole. Prospective investors in the urban renewal area, except possibly for the owners of large elevator-apartment buildings, have met with serious difficulties in raising mortgage capital at reasonable terms. The proportion of equity capital relative to mortgage capital required for property transactions mounted, mortgage terms became stricter, and the amortization period for loans was reduced. Interest rates on mortgages, padded by bonuses and commissions, rose sharply.

Finally, during the inflationary period 1946 - 1956, the share of total Manhattan real estate tax revenue provided by the urban renewal area declined by 11 per cent. Such a downward trend is symptomatic of advancing blight; moreover, it occurred in the face of the increasing demands for public and private community services that are necessarily made in areas characterized by overcrowded housing and a high proportion of low-income families.

SOCIOLOGICAL CONDITIONS

Two striking sociological characteristics of the urban renewal area are first, that it has traditionally housed a population of broad diversity, and second, that in recent years it has experienced an extremely rapid population increase, which has included a large number of low-income persons.

The Study indicated that between 1950 and 1956 the population in the urban renewal area increased by 16 per cent, from 33,000 to 39,000. This increase was accompanied by shifts in ethnic composition, as indicated by the following comparative data: non-whites[1], who had comprised 1.3 per cent of the population in 1950, comprised

E-47

9.1 per cent in 1956; Puerto Ricans, who accounted for 4.9 per cent in 1950, accounted for 33.4 per cent in 1956; and the percentage of white[1] population declined, between 1950 and 1956, from 93.8 to 57.5 per cent of the total population.

Diversity of income level also characterizes residents of the urban renewal area. In 1956, the median income of families and individual householders in the area was $3,500. This figure represented a median income (for families and individual householders combined) of $2,553 for Puerto Ricans, $2,850 for non-whites, and $4,156 for whites. In spite of this fairly wide range, however, a high proportion of area residents is in the lower income brackets; as compared to a City-wide figure of 3.5 per cent, an estimated 11 per cent of the total population received Department of Welfare assistance in 1956.

Along with the population increase have occurred a substantial increase in the number of children in the urban renewal area, and a decrease in the median age of area residents. The child population more than doubled between 1950 and 1956, rising from 4,207 to 8,642. Of the latter, over two-thirds were Puerto Rican children. The median age in the area fell from 39.7 to 31.9 years. Age data indicated that in 1956 the largest number of area residents (33 per cent) fell in the 15 - 34 year-old range. Older people between 45 and 64 (23 per cent) and children under 15 (22 per cent) made up the next largest age groups, while 35 - 44 year olds and elderly people over 65 comprised the smallest proportion (14 per cent and 7 per cent respectively).

The diversity in the area, both economic and ethnic, is a decided asset which the urban renewal plan will strive to maintain. But the population changes of recent years have also brought serious problems which require solution. Most important is the problem of overcrowding. As the population in the area expanded, housing space per capita progressively contracted: rooming units and single room occupancy units became occupied by entire families, and large apartments were converted to smaller dwellings. In 1956, the average person per room ratio was 1.51, and more than one-fourth of the total population, or 10,000 persons, occupied shelter space suited for no more than 4,300 people.

Another major problem has been rapid turnover of population. For example, an enrollment change in excess of 50 per cent occurred in one public elementary school in the area in 1956. Such high turnover is accounted for partly by the replacement of white population by non-white and Puerto Rican families, and partly by continued Puerto Rican mobility, as new families have moved into the area to take the place of others who have moved out.

Nevertheless, although a substantial decrease in the total white population occurred between 1950 and 1956, a significant fact pointed out by The Study is that 54 per cent of the individuals and families who moved to the area in this period were non-Puerto Rican whites. This indicates that the area is still attracting all ethnic groups. One objective of renewal is to retain the traditional diversity of the area while attracting a more permanent population.

[1] Excluding persons of Puerto Rican origin.

E-48

Preliminary Urban Renewal Plan

THIS section of the Preliminary Plan, in accordance with the requirements of Section 72-m of the General Municipal Law of the State of New York, contains general, rather than detailed, proposals concerning land uses, community facilities, traffic and transportation patterns, demolition and new construction, conservation and rehabilitation.

The Preliminary Urban Renewal Plan, as proposed herein, is designed to create a stable residential area that will preserve the existing assets of the community and improve the area in those respects in which it is now lacking. Specific goals, which are based on the general standards established by the City Planning Commission, are:

1. The elimination of substandard housing with particular emphasis on the elimination of overcrowding and unsuitable uses.
2. Provision for new residential development of various types and rental ranges to serve a broad cross section of the community, with appurtenant retail development.
3. Preservation and improvement of community facilities, including the provision of additional open space for both active and passive recreation.

4. Encouragement of permanent residence in the area through the improvement of amenities and accommodations for family living.
5. Creation of an harmonious balance of high and low structures and of open spaces.
6. Improvement of the tax base of the area by encouraging private investment on the broadest possible basis.
7. Reduction of traffic congestion and parking problems.
8. Development of active community participation throughout the renewal process.

The urban renewal area, with more than 39,000 residents, has the population of a fair-sized community. There are many sound and substantial buildings in this 20-block area. Furthermore, the brownstone houses, which predominate in the area, possess inherent advantages that make them suitable for rehabilitation that will continue their economic life, thus offering a type and quality of urban living not otherwise attainable. Because of this, and the prohibitive cost of total acquisition and demolition, a basic objective of the urban renewal plan has been to keep clearance to a selective and logical minimum.

The basic concept of the urban renewal plan is the creation of residential sub-neighborhoods. The boundaries of these sub-neighborhoods will be delineated by the north-south avenues and by modification of designated east-west streets to form "connector" streets. Within each sub-neighborhood, the east-west streets will be converted to quiet, "residential" streets. As presently conceived, six sub-neighborhoods will be created — three on each side of Columbus Avenue between 86th and 96th Streets. Each sub-neighborhood will have access within easy walking distance to local shopping facilities, and will be served by open space providing sitting areas for adults and play areas for small children. Within each sub-neighborhood a desirable variety of dwelling types will be provided insofar as is financially feasible.

The present plan, it must be emphasized, is a PRELIMINARY PLAN. Although the concepts outlined above will guide all final planning decisions, present proposals may be refined and revised in the FINAL URBAN RENEWAL PLAN.

PROPOSED LAND USES

Land uses proposed for the project area (as shown in the Preliminary Plan Map) are residential, commercial, public, and semi-public. A majority of the buildings in the area is to be retained for rehabilitation or conservation.

Existing uses to be conserved as compatible with the objectives of the plan include many apartment buildings, both new-law tenements and post-1929 elevator buildings; public and private schools; religious institutions; and a few other semi-public and commercial buildings.

Most of the brownstones in the area are shown in rehabilitation sections; the scope of rehabilitation required will vary, for residential structures, from conservation of existing one and two-family homes and multiple dwellings, to complete alteration of existing rooming houses.

New uses proposed in areas designated for clearance and redevelopment are residential and public. These uses include:

1. New apartment housing. Clusters of local retail uses are proposed to be located in and adjacent to selected residential structures. Community facilities, such as child-care and old-age centers, will be provided where appropriate in conjunction with new housing.
2. New public elementary school.
3. Additions to existing public school sites for playground purposes.
4. Public plazas in sub-neighborhoods to provide sitting areas for adults and play spaces for young children. Some of these

will probably be developed in conjunction with the clusters of local retail uses.

As shown in the Preliminary Plan Map, the proposed reuses will complement housing and community facilities to be rehabilitated or conserved.

PROPOSED PATTERN OF TRAFFIC AND TRANSPORTATION CIRCULATION

To support and enhance the proposed residential sub-neighborhoods and proposed new residential development, and to improve traffic flow while giving more protection to pedestrians, two major street proposals are shown in the Preliminary Plan Map.

Redesign of Avenues

An arrangement of wide, landscaped sidewalks and parking bays is proposed along Columbus Avenue. The effective width of the avenue will be increased to 130 feet by means of mandatory setbacks of 15 feet from existing property lines to be required for all new structures. This will permit installation of the bays without widening the present 100-foot right-of-way. The setback will allow construction, on each side of the avenue, of a sidewalk 25 feet in width (15 feet of which will be located within the setback, and ten feet within the existing right-of-way) and a ten-foot parking bay. The new roadway width measured from the outside line of the parking bays will thus be 80 feet; however, at intersections this width will, for the convenience of pedestrian crossings, be kept at the present 60 feet by extending the sidewalks to the existing curb lines.

The widened sidewalks will be planted with double rows of trees. The total distance of 130 feet between the buildings on each side of the avenue will create a broad and open vista, which will offer an attractive setting for new construction. The lanes adjacent to the parking bays will be utilized for parking movements, turning on and off the avenue, and bus stops. With these impediments to smooth traffic flow removed from the center of the roadway, three lanes of through traffic will be permitted to proceed without interruption. Off-street loading facilities to be provided in connection with new construction will support the bay system by removing most, if not all, loading and unloading activities from the avenue. Finally, the provision of off-street parking facilities in new construction will also help to alleviate parking problems and to improve the flow of traffic in the urban renewal area.

The mandatory 15-foot setback, widened and landscaped sidewalks, and parking bay treatment as proposed for Columbus Avenue are also proposed for the easterly side of Amsterdam Avenue in those blocks where redevelopment will take place.

"Residential" and "Connector Streets"

As a major element of the sub-neighborhood concept, the Preliminary Plan proposes to revise the east-west street system in the urban renewal area by applying varying design treatments to the existing street layout. The east-west boundary streets of each sub-neighborhood will be converted to connector streets, while the interior streets will be designated as residential streets.

To help divert traffic to the connector streets, while maintaining the residential streets as quiet, local roads, a six-foot widening to be accomplished by reducing sidewalk widths of the 90th and 93rd Street roadways, both of which will be connector streets, is proposed.

Various uses will be made of landscaping and of sidewalk and street pavement treatments to create attractive residential streets. Such treatments may include widening of sidewalks at certain points, thereby narrowing the roadway width, and the use of several textures and colors of paving materials. These techniques, plus utilization of traffic controls, will be combined to discourage through traffic on residential streets.

Transportation

As stated in the Introduction, the urban renewal area is served by five north-south bus lines, by two cross-town bus lines, and by two

The Board clearly recognizes its responsibility to provide

E-51

subway systems. The existing public transportation circulation pattern is considered adequate to serve the urban renewal area and no revisions in the pattern are proposed.

The proposed treatment of streets in the area has been studied with the participation and assistance of the Borough President of Manhattan, the Department of City Planning, and the Department of Traffic.

PROPOSED COMMUNITY FACILITIES AND OPEN SPACE

Although existing community facilities in the urban renewal area provide many essential services, certain improvements are proposed. A major new facility will be P.S. 84, for which the Board of Estimate has already approved a site and allocated construction funds. To be located in the block bounded by 91st and 92nd Streets, Central Park West and Columbus Avenue, it will be planned and operated as a community school. Its facilities will be made available to local groups after school hours, and organized recreational programs will be conducted, so that it may augment other community facilities and services in the urban renewal area.

In order to provide more adequate public school playgrounds in the urban renewal area, it is proposed to enlarge the sites of P.S. 166 and of Joan of Arc Junior High School (J.H.S. 118). Active recreation space available to school-age children will be substantially increased by the new areas at all three public schools.

In addition to the new school playground and expansion of existing public school playgrounds, several public plazas are proposed, to be located adjacent to and behind new apartment houses facing Amsterdam and Columbus Avenues. Each plaza will extend the width of a block, and form an easily accessible open core for a subneighborhood. The plazas will be developed as passive recreation and sitting areas, some probably in conjunction with clusters of retail shops.

Like other sections of the Park West-Morningside community, the urban renewal area is rich in such community facilities as private educational and religious institutions. The urban renewal plan proposes to conserve these cultural resources and to enhance their usefulness to the community. Exploratory studies are presently in process that will help determine the feasibility of providing for expansion of these facilities where necessary.

PROPOSED DEMOLITION OF DESIGNATED STRUCTURES

The areas tentatively proposed for clearance and redevelopment are shown in the Preliminary Plan Map. Block and lot numbers of properties proposed for acquisition and clearance are listed in the Appendix.

Because of their fundamental functional inadequacy with respect to layout, light and ventilation, their excessive land coverage, and their structural condition, nearly all of the old-law tenements are proposed for clearance. Columbus Avenue, almost solidly lined with old-law tenements, will be totally cleared and completely rebuilt. The few old-law tenements excluded from the clearance areas are on sites which require further study to determine their suitability for economic redevelopment. Some old-law tenements shown in redevelopment areas have already undergone modernization and are being examined in detail to determine whether their demolition is necessary. Definitive recommendations with respect to these structures will be contained in the Final Plan.

A limited number of structures of other types is included in proposed clearance areas where required to accomplish the objectives of the plan. Thus, some clearance of brownstones and other types of buildings is proposed where necessary to create marketable redevelopment parcels. Spot clearance will also eliminate objectionable non-conforming uses, such as garages and other commercial structures.

Clearance of substantial areas in two interior blocks will be required to provide sites for a State-aided low-rent public housing

The indications and conclusions that are projected from these sample

E-52

project and the new P.S. 84 discussed above, both of which have been approved by the Board of Estimate. The school site contains 43 brownstones, the overwhelming majority of which are rooming houses. The public housing site contains 32 old-law tenements, of which nine are in single room occupancy, and seven brownstones.

PROPOSED NEW CONSTRUCTION

With the exception of the new elementary school and expansion of two playgrounds, all new construction in the areas presently designated for redevelopment is to be for dwelling purposes, with appurtenant local retail uses provided within or contiguous to some of the new structures. The proposals for such new construction are derived from the social and economic goals set forth previously:

> *"provision for new residential development of various types and rental ranges to serve a broad cross section of the community,"* and *"improvement of the tax base of the area by encouraging private investment on the broadest possible basis."*

As shown in the Preliminary Plan Map, there are 40 sites, including the public housing site, to be redeveloped with new residential construction. Tall apartment buildings will be built along Columbus and Amsterdam Avenues. Redevelopment sites along east-west streets will be developed generally with lower buildings and at substantially lower densities. Taller buildings may be proposed, in the Final Plan, on those east west streets where the character of existing development makes them architecturally suitable. Parking facilities for residents will be provided in all new residential buildings. The Final Plan will contain specific controls which will set standards of density, bulk, open space, and setback to provide for pleasant urban living.

Clusters of local retail facilities will be provided in the ground floors of certain new Columbus and Amsterdam Avenue buildings, conveniently located to serve all residents of the urban renewal area. As previously stated, it is presently contemplated that all or some of these clusters will be developed in conjunction with proposed plazas. Careful consideration is being given to provision of suitable space in these clusters for small retail service shops as well as for major facilities such as supermarkets. The cluster developments will create pleasant, open neighborhood retail centers and avoid the monotony and waste of "strip" commercial development that so often characterizes urban retail facilities.

Since publication of The Study, widespread and substantial interest in many types of new residential construction has been evidenced by responsible builders, investors, and institutional sponsors. Such interest is a vital indication of the area's economic potential for renewal. New residential construction, except for public housing, is to be financed by private capital, utilizing to the fullest extent the aids and guarantees provided by Federal, State and City housing legislation. A wide range of price levels, and a desirable balance between rental and cooperative housing, can only be achieved by judicious combinations of public and private resources.

One of the major problems in planning new housing in Manhattan is the wide gap between higher-priced, conventionally financed rental units and the lower-priced housing that can be provided through State and City mortgage loan and tax abatement programs. For tax-abated rental or cooperative housing built under existing programs, monthly rents or carrying charges generally under $29 per room can be anticipated while $45 per room per month is the probable minimum for fully taxable rental housing constructed with Federal Housing Administration mortgage insurance under Section 220 of the National Housing Act. In part, this gap might be filled by fully taxable cooperative housing constructed with FHA mortgage insurance, under Section 213, at monthly carrying charges of approximately $35 to $40 per room.

As set forth in the section on proposed methods of financing, it is hoped that programs authorized in Section 213 of the National Housing Act, in the New York State Redevelopment Companies Law,

E:53

and Articles IX (Housing Companies) and XII (Limited Profit Housing Companies) of the New York State Public Housing Law, may be utilized fully with respect to the provision of cooperative housing. Detailed study will be given these possibilities, and means of attracting private and institutional developers for cooperatives will be fully explored. Studies currently in process will determine whether the provisions of existing statutes may be utilized to encourage construction of additional rental housing in the intervening price range.

The problem of providing accommodations in new construction at a wide range of prices is best met by planning for both rental and cooperative housing. With such programming, and full utilization of the resources of Federal, State and City housing legislation, it is anticipated that rents or monthly carrying charges will cover a wide spectrum from, perhaps, $22 per room per month up to $45-$50 per room per month with a limited number of units at approximately $60 per room per month. Rentals in the range of $14 to $18 per room per month will be provided in the State-aided public housing. The feasibility of including some additional public housing units in rehabilitated structures in suitable locations is being explored.

The Preliminary Plan recommends as a goal that approximately 7,400 dwelling units of new private rental and cooperative housing be constructed. It is further recommended that approximately one-third of these units be in the moderate rental range, which would require some degree of tax abatement; the remaining two-thirds would be full tax-paying housing. Such construction might utilize, in addition to the insurance provisions contained in Sections 213 and 220 previously mentioned, those of Section 221 of the National Housing Act.

On the basis of the proposals set forth above, preliminary estimates indicate that the assessed valuations of new residential construction in redevelopment areas will increase to about $100,000,000 and provide an annual tax revenue, at current real estate tax rates, of about $3,730,000. These anticipated tax collections have been adjusted to reflect the possible average 40 per cent tax abatement on the assessed valuations of 2,400 moderate-rent dwelling units. By contrast, the current assessed valuations of existing properties in the redevelopment areas total about $19,000,000 and yield an annual tax revenue of approximately $800,000.

Thus, the proposed new construction on the redevelopment sites will result in an overall 467 per cent increase in tax collections and a 530 per cent increase in assessed valuations. It is interesting to note that the proposed tax collections for the moderate-rent, tax-abated housing alone are expected to increase 340 per cent while tax collections from fully taxable housing will increase by 536 per cent. Although the figures included in this discussion are of course tentative, and estimates of revenue may be revised in accordance with any subsequent revisions in the actual number of dwelling units to be constructed, it can readily be seen that the plan proposes to provide a wide range of desirable new dwellings in a highly attractive central area, and to contribute to a substantial improvement in the economic base of the City.

PROPOSED REHABILITATION

The areas tentatively designated for rehabilitation, consisting almost entirely of brownstone houses, are shown in the Preliminary Plan Map. Although many of these structures evidence varying degrees of physical dilapidation, the major deficiencies are found where they have been converted to rooming houses. With entire families often occuping single rooms, and sanitary and cooking facilities usually extremely inadequate, existing conditions in many of these structures are among the worst in the urban renewal area. The buildings themselves, however, remain structurally sound, and unlike the old-law tenements can — owing to lesser lot coverage and shorter depth, relatively satisfactory room layout, and sufficient light and air — be effectively rehabilitated.

The rehabilitation program is therefore predicated on a twofold objective. The first objective is to achieve a radical reduction of ex-

E-54

isting overcrowding, particularly in rooming houses. Because of the hazards to health and safety, particularly where families with children occupy rooming units, and the physical deterioration which advances most rapidly in these structures, this objective is both a social and an economic necessity.

As a corollary of the first objective, the program will aim at renovation and conversion of structures and improvement of the surrounding neighborhood to create a pleasing environment suitable for family living, particularly for families with children.

The Urban Renewal Board proposes to accomplish these rehabilitation objectives by the following techniques:

1. Utilization of the liberal terms of FHA Section 220 mortgage insurance for those owners who will comply with standards to be established, plus other financial aids enumerated below in the discussion of financing.
2. Establishing standards of compliance for eligibility for financial aids, as exemplified by Section 220 and the provisions set forth by the Mortgage Facilities Corporation (which makes institutional mortgage money available for rehabilitation). These standards will cover a range of conversions of rooming houses to various acceptable one- and two-family and multiple dwellings. Standards to encourage upgrading and conservation of structures now in acceptable physical and functional condition and occupancy will also be established.
3. Maintenance of a rigorous and continuous municipal code enforcement program in the urban renewal area and surrounding neighborhoods.
4. Mobilization of the total resources of Federal, State and local legislation relating to urban renewal to accelerate elimination of family use of rooming houses.
5. Initiation of constructive action with owner-occupants and block associations to encourage their responsible participation in the rehabilitation program. This will be intensified as planning progresses.
6. Attempting to secure voluntary compliance by owners with the rehabilitation standards. Where compliance cannot be obtained, acquisition through purchase or condemnation will be sought. Brownstones so acquired may be resold with covenants requiring compliance with standards. It is not contemplated that the Urban Renewal Board will itself carry out a large-scale rehabilitation program.
7. Undertaking, as soon as practical following approval of the Preliminary Plan, to obtain approval of and execute a "brick and mortar" demonstration rehabilitation project on 94th and 95th Streets between Central Park West and Columbus Avenue. The assistance and participation of the block associations will be available in this demonstration to property owners of the various types of rehabilitation.

Rentals in rehabilitated brownstones will depend on many factors. These include available financial aids and mortgage money, type of conversion and the scope and cost of rehabilitation, the degree of market acceptance of the urban renewal area, and general housing market conditions. Nevertheless, it is anticipated that there will be a relatively wide range of rents in rehabilitated structures. Some low, controlled rents now paid in existing dwellings will continue, with moderate, if any, rent increases where only improved maintenance or minor refurbishing is required. Controlled rents will be adjusted upward in Class "A" buildings where the capital improvements are sufficiently extensive to qualify for adjustment. Where structures are eligible for de-control because of complete rehabilitation or reconstruction, and their rehabilitation is financed with mortgages insured under Sections 213 or 220 of the National Housing Act, rents will generally be comparable to those prevailing in new apartment housing constructed under these programs.

The conversion of brownstones to modern dwelling units, includ-

ing two- and four-family dwellings, has met with great success in the Manhattan housing market, particularly on the east side, with obtainable rents providing good returns for the developer. There exists a potentially strong demand for centrally located accommodations that offer a greater degree of privacy and of convenience for children than are found in large apartment buildings. Since publication of The Study extensive and responsible interest has been evidenced by present property owners and other investors, including individuals and groups interested in cooperative ownership, in the conversion of brownstones in the urban renewal area to two- and four-family dwellings. If such brownstones are made available, it is anticipated that the general upgrading of the urban renewal area plus the convenience of the area to employment, cultural, recreational and shopping facilities will attract many families with children able to afford economic rents.

Moreover, a desirable economic climate for rehabilitation exists. The vacancy rate in Manhattan is currently less than one per cent, and vacancies are concentrated for the most part in luxury apartments. Demand has been strong and continuous and has far exceeded supply in spite of extensive new construction. Mortgage money has been readily available in the last two years, and the main impediment to further increases in supply has been the shortgage of sites. It does not appear that the potential demand will be saturated in the near future. The rehabilitation proposal for the urban renewal area represents, therefore, an economically sound as well as physically and socially desirable program.

PROPOSED RESIDENTIAL DENSITIES

The report of the City Planning Commission, CP-14064, dated June 18, 1958, which designated the West Side Urban Renewal Area as a deteriorating area states with respect to population density:

> The area under consideration constitutes one of the most desirable sections of the City. Its Central Park frontage, transportation facilities, proximity to employment centers, educational, cultural and recreational facilities provide special advantages for residential purposes and result in high land costs. In view of these facts, overall population density will be fairly high, approximating present density in this area. However, future redevelopment must provide for improved spacing of buildings, more adequate open areas adjacent to buildings, with resulting improved light and ventilation for housing accommodations.

The Study reported that population densities varied throughout the urban renewal area. Two blocks contained more than 800 persons per acre. Other blocks contained lesser densities, the lowest being in three blocks having less than 500 persons per acre. The average net population density throughout the area was 525 persons per acre, equivalent to the overall average of the residential sections of Manhattan.

As previously stated, the population of the area increased between 1950 and 1956 from 33,000 to 39,000 persons, a 16 per cent rise. However, this population influx was absorbed into the housing inventory that existed in the area in 1950, since virtually no new apartment buildings had been constructed since that time. It is this process which has resulted in serious overoccupancy problems and deleterious uses of certain buildings. Thus the problem is not a reduction of overall densities in the area, but of adequate supply, with satisfactory standards of occupancy and use.

Renewal of the West Side Urban Renewal Area at population densities generally similar to those now existing in the area — between 500 to 600 persons per acre — and with the desired amenities for family and community living, is proposed to be accomplished by the following processes:

1. Improved utilization of land in redevelopment areas. Through the assembly of individual parcels into redevelopment sites of adequate size for sound and economic development, the new housing con-

E-56

structed in these areas will accommodate more families than now live there, although densities will be substantially lower than theoretical maximums permitted under existing laws. Further, as set forth in the section on proposed new construction, controls on bulk, open space, setback and density, which will be included in the Final Plan, and which will be binding on redevelopers, will insure the quality of the new housing.

2. Optimum utilization of the existing housing supply that is to be conserved and rehabilitated at acceptable standards of physical condition and occupancy. Such standards will be embodied in controls to be included in the Final Plan. Compliance with these standards will be a prerequisite for eligibility for mortgage insurance, for rehabilitation purposes, under applicable sections of the National Housing Act. This will result in a reduction of densities in the areas proposed for rehabilitation.

It is anticipated that City codes and ordinances designed to prevent overcrowding will be made more restrictive, as necessary, to provide more effective regulation of excessive density resulting from overoccupancy and of unsuitable use of buildings in the rehabilitation areas.

PROPOSED METHODS OF FINANCING

Several types of municipal, State, and Federal legislative aids may be utilized for both construction of new buildings and rehabilitation of existing buildings in the urban renewal area. The effect of this direct and indirect financial aid is to insure the marketability of the area for new residential uses and for rehabilitation of physically dilapidated and unsuitably converted structures.

Federal financing assistance centers primarily around Section 220, Title II of the National Housing Act. This section permits FHA insurance of mortgages for new apartment housing at 90 per cent of the estimated replacement cost of land and improvements, with a maximum mortgage amount in the New York area of $3,700 per room. Mortgages are at five per cent interest on a self-liquidating basis, for periods up to 40 years.

Section 220 also permits liberal FHA insurance of mortgages on rehabilitated structures. For example, one- and two-family owner-occupied dwellings are eligible for FHA-insured mortgages to a maximum of $20,000, with modest down payments that generally range on a sliding scale from as little as three per cent to 12 per cent, depending on replacement cost. Federally insured mortgages of $27,500 are available on three-family dwellings and $35,000 on four-family dwellings. If a structure is to be rehabilitated to provide more than four dwelling units, $7,000 additional mortgage insurance for each family unit may be obtained. The mortgage loan to value ratio for nonowner-occupant borrowers is 85 per cent of the amount available to owner-occupants. These liberal terms should provide a strong inducement to existing owners to rehabilitate, and offer an incentive to institutional mortgagees to advance mortgage funds, since each mortgage loan is fully insured by the FHA. Low equity (cash) requirements, coupled with periods ranging up to 30 years on self-liquidating mortgages, should insure the economic feasibility of rehabilitation.

A second type of Federal assistance is provided by Section 213, Title II of the National Housing Act. Section 213 permits FHA insurance of mortgages, for periods up to 40 years, on 90 to 95 per cent of the replacement cost of multi-family residential cooperatives, with a limit, in the New York area, of $3,850 per room. Under its provisions, tenant-stockholders, after moderate down payments, pay proprietary rent changes that are substantially less than the rental value of the dwelling units. Cooperative apartment living, which offers the amenities of home ownership in a community atmosphere as well as income tax deductions, has become a popular form of housing in New York City, and it is expected that many dwelling units of this type will be constructed in the redevelopment sections of the urban renewal area. (Legislation now pending before Congress may, if enacted, liberalize both Section 213 and Section 220, and may raise

insurable mortgage amounts per room for both new and rehabilitated housing.)

Another constructive source of financial aid for urban renewal areas exists in the Mortgage Facilities Corporation. This is the "pooled risk" mortgage lending organization created by the New York State Legislature in 1956, to facilitate the flow of mortgage credit to blighted, deteriorated or overcrowded areas, with primary emphasis on urban renewal areas. The capital stock of the Mortgage Facilities Corporation is held by 32 member institutional lenders. The Corporation is permitted to make loans of up to 80 per cent of appraised value, on a maximum 20-year self-liquidating basis, for complete rehabilitation, new construction or home purchase. The Corporation has already pledged its assistance in making mortgage loans on properties to be rehabilitated in the area. These funds will supplement those to be provided by private institutions under FHA Section 220 and should insure an ample supply of mortgage money for rehabilitation purposes.

Another type of State legislation that should be of help in providing moderate priced housing is the Limited Profit Housing Companies Act of 1955, as amended. This act permits the State or a municipality to make direct mortgage loans to private developers of rental or cooperative housing on a 50-year self-liquidating basis at the same low interest rate that the State or municipality must itself pay to borrow the requisite funds on a bond issue. The Act also permits the formation of a Limited Profit Mortgage Corporation, in which institutional mortgage lenders would contribute two-thirds of the mortgage funds and the State one-third. It is anticipated that institutional lenders will make their share available on a 40-year self-liquidating basis at about 4½ per cent interest, while the State's share will be on a 50-year basis at 3¼-3½ per cent interest.

Under this act, the mortgage is for 90 per cent of the actual land and building costs and the developer's return on his investment is limited to six per cent. The low-cost loan is supplemented by tax assistance. In New York City the Board of Estimate may grant tax exemption up to 50 per cent of the assessed valuation of the land and improvements. Thus, a combination of low debt service charge, tax abatement and limited equity return permits the construction of relatively low-rent housing for middle-income families. This legislation was designed specifically to help fill the rent void between the various forms of public housing and fully taxable, private housing. To date only cooperative housing has been built in New York City under this law. However, it is anticipated that rental housing will be constructed as administrative provisions relating to rent ceilings now in force are liberalized.

A recent amendment to the Limited Profit Housing Companies Act permits the refinancing by the Developer of the State or municipal mortgage loan after 15 years. The effect of this provision will be to restore the property to a fully taxable status and enable the developer to obtain a conventional mortgage after the 15 years have elapsed. Equally attractive to the prospective developer is the provision that he may retain the proceeds of the refinancing without the necessity of applying them against accrued property taxes. Also, in the event of resale, the developer may retain any realized capital gain. Thus, it is a reasonable conclusion that a substantial proportion of Limited Profit Housing will be restored to the full tax rolls after 15 years.

In addition to the State and municipal mortgage funds available for Limited Profit tax-abated housing, the provisions of the Redevelopment Companies Law and of Article IX of the Public Housing Law with respect to Housing Companies may be utilized as supplementary financial aids to provide the recommended proportion of moderate rental housing. Both these statutes permit partial tax abatement at the discretion of the Board of Estimate and limit the return on investment. Several large cooperative housing projects have been authorized or built in Manhattan in recent years under the Redevelopment Companies Act, among them Hillman Houses, Corlears Hook, Morningside Gardens and Seward Park. Institutional developers including fraternal societies, labor unions, hospitals, settlement houses,

E-58

or insurance companies may be attracted to sponsor rental or cooperative housing in the urban renewal area under these statutes or the alternatives previously discussed.

An important consideration in determining the character of housing considered to be the soundest utilization of redevolpment sites is the potential financial gain to the City. Among the many objectives of the urban renewal plan is the amortization of the cost of the urban renewal project within a reasonable number of years. As discussed previously in relation to proposed new construction, the probable increase in tax revenue from the redevelopment areas alone provides dramatic evidence of how a well-conceived renewal program can pay its way within a relatively short span of years.

In addition, tax revenue increases are anticipated for rehabilitated structures, without significant outlay or subsidy required on the part of the City or the Federal government. The vast environmental change wrought in the urban renewal area is also expected to encourage owners and builders to improve sites and rehabilitate structures in surrounding areas, thereby adding to the valuations in these areas. The official urban renewal program is thus expected to act as a self-propelling impetus that will benefit the City indirectly as well as directly.

ESTIMATED HOUSING NEEDS OF FAMILIES TO BE DISPLACED

Section 72-m of the General Municipal Law requires, in the Preliminary Plan, an estimate of "housing needs of families to be displaced." In the Final Plan, however, it requires "a program for the relocation of families displaced from the project area; together with a proposed time schedule for the effectuation of the plan."

The Final Plan will set forth in detail the procedures which the Urban Renewal Board will follow in relocation. Because of the many human problems involved and the widespread public and official concern with them, policy considerations on which these procedures will be based are set forth herein.

The Board clearly recognizes its responsibility to provide every family displaced through renewal action with proper housing. Because of the overcrowded and substandard cond[illegible] under which families who will require relocation are now living, these families, in the main, will unquestionably have better housing after relocation.

The transition process, both for individual families and for the community, will be made as easy as possible. Because of the relatively small size of redevelopment parcels, relocation will be phased in stages so as to diffuse its impact within and outside the area.

All relocation activity within the urban renewal area will be the responsibility of the Board and the City's Department of Real Estate. In order to insure uniform relocation procedures for all redevelopment activities, the Urban Renewal Board will relocate tenants from redevelopment sites before such sites are turned over to redevelopers. In this connection it should be noted that legislation now before the Congress authorizes the inclusion of relocation costs resulting from rehabilitation and code enforcement action in an urban renewal area in gross project costs. Mayor Wagner's recommendations to the Senate at this session asked for:

> Liberalized relocation assistance for both the families and the businesses displaced by renewal programs. The amounts of payments should be increased and the ways in which they can be used broadened in order to give maximum assistance in relocation. Every effort should be made to provide equality in treatment to those displaced by the various types of public programs. Relocation assistance should be authorized for families displaced within a renewal project by voluntary rehabilitation or code enforcement on the same basis as for those displaced by clearance. This is of crucial importance to the success of a program such as our West Side Project,

which combines conservation, rehabilitation, and redevelopment. The growing impact of renewal activity on small business and industry requires not only an increase in relocation payments, but assistance through a program of federal long-term, low-interest loans.

Positive steps will be taken, in line with the City's stated policies toward the achievement of an "open city", to achieve an "open community". These will include, in addition to the recommendations set forth in the section on proposed new construction which will insure a wide range of income groups and family sizes, the requirement, in redevelopment contracts, that priority be given to site occupants in the area. The Board will explain to all redevelopers their legal obligation to provide occupancy without regard to race, religion or ethnic origin. And finally, the Board will continue to consult with the Commission on Intergroup Relations and other public and private agencies to develop positive approaches toward open occupancy housing.

Full information on procedures, schedules, and tenants' rights will be furnished to citizens of the urban renewal area. Toward this end the Board has already begun publication of a "Neighborhood Information Bulletin".

In order to determine the housing needs of families to be displaced from the urban renewal area, a detailed survey of families in the area, (except those living in buildings designated for conservation) is being conducted. It is the aim of the survey to interview all families in areas designated for clearance and redevelopment, and a fifty per cent sample of families in areas designated for rehabilitation, where only partial relocation may be necessary.

The estimates of housing needs contained in the following discussion are based on data gathered to date, which cover 55 per cent of the estimated number of families in redevelopment areas, and 15 per cent of the estimated number of families in rehabilitation areas. The indications and conclusions that are projected from these sample data will be augmented and refined in the Final Plan.

Families were questioned as to family size, income, present housing, relocation accommodations desired, apparent eligibility for public housing, areas preferred for rehousing, and other factors. Characteristics of families living in redevelopment areas are emphasized in the discussion that follows, with a brief report on families living in rehabilitation areas. Relocation required in rehabilitation areas will, for the most part, involve principally families living in rooming houses. It is emphasized that many, if not most, of the families living in one- and two-family and Class "A" multiple dwellings in the rehabilitation areas, will not require relocation.

In both redevelopment and rehabilitation areas, families living in *rooming houses* and those living in *dwelling units* are shown separately. Dwelling units are defined as self-contained units in one- and two-family dwellings and multiple dwellings. Structures containing both rooming and self-contained units, as well as those classed as single room occupancy structures, are included in the rooming house category.

Families are defined to include single householders and two or more unrelated individuals maintaining a household, as well as two or more individuals related by blood or marriage.

Families in Redevelopment Areas

There are an estimated 4,300 families of two persons or more, and 1,500 single-person families living in redevelopment areas.

Family Size and Housing Type

Smaller families predominate in the area, as indicated in Table I. Although one and two-person families constitute 60 per cent of all families living in rooming houses, there are approximately 350 families of five or more persons living in rooming houses. Of the fam-

ilies living in rooming houses, one-half are Puerto Rican, and one-third white.[1]

Most of those living in dwelling units are, of course, larger families; two-thirds are two to four-person families. Of the families living in dwelling units, 66 per cent are white, 26 per cent Puerto Rican, and 7 per cent are Negro.

TABLE I

PRESENT HOUSING ACCOMMODATIONS, BY FAMILY SIZE AND HOUSING TYPE

	Rooming Houses		Dwelling Units	
Persons Per Family	Total Families	Per Cent Distribution	Total Families	Per Cent Distribution
2	550	33.3%	950	33.8%
3	450	27.3	650	24.5
4	300	18.2	500	18.9
5	200	12.1	300	11.3
6	100	6.1	100	3.8
7 or more	50	3.0	156	5.7
TOTAL	**1,650**	**100.0%**	**2,650**	**100.0%**
Single Persons	**1,050**	**100.0%**	**450**	**100.0%**

Income

Family incomes are generally low throughout the redevelopment area. However, the lowest incomes, as would be expected, are found among families living in rooming houses, where 70 per cent earn less than $3,000 and another one-quarter between $3,000 and $5,000. Incomes in dwelling units break down rather evenly: one-third below $3,000, one-third between $3,000 and $5,000, and one-third over $5,000, as shown in Table II, below.

[1] Excluding persons of Puerto Rican origin.

TABLE II

PRESENT ANNUAL INCOME, BY HOUSING TYPE

	Rooming Houses		Dwelling Units	
Annual Income	Total Families*	Per Cent Distribution	Total Families†	Per cent Distribution
Under $1,000	175	6.5%	125	4.0%
$1,000–$2,000	850	32.0	375	12.0
$2,000–$3,000	825	30.5	550	18.0
$3,000–$5,000	650	24.0	1,050	33.5
$5,000–$7,000	150	5.5	60	19.5
Over $7,000	50	1.5	400	13.0
TOTAL	**2,700**	**100.0%**	**3,100**	**100.0%**

* Includes 1050 Single Persons.

† Includes 450 Single Persons.

There is very little variation by ethnic group in incomes of those living in rooming houses. Over 90 per cent of the white families, 96 per cent of the Negro families and 94 per cent of the Puerto Rican families earn less than $5,000. In the dwelling units, however, three-fourths of all families earning over $5,000 are white. Broadly speaking, the incomes of white families vary considerably, with white families in both the highest and lowest income brackets in the area, while incomes of Negro and Puerto Rican families vary much less, ranging between $1,000 and $3,000.

Accommodation Desired

Three-fourths of all families in redevelopment areas indicate a preference, if relocated, for self-contained units. Of families now living in rooming houses, however, 22 per cent expressed preference for a similar type of housing.

Eligibility for Public Housing

Although only 16 per cent of all families expressed a desire to be relocated in public housing, about 68 per cent are apparently eligible, either for Federal- or State-aided housing, or for City no-cash subsidy housing. The proportion of families apparently eligible for public housing varies little among ethnic groups, except that a slightly higher proportion of Negro and Puerto Rican families is ineligible.

TABLE III

APPARENT ELIGIBILITY FOR PUBLIC HOUSING, BY HOUSING TYPE

Based on income, citizenship status, length of residence and family composition

	Rooming Houses		Dwelling Units	
	Total Families*	Per Cent Distribution	Total Families†	Per Cent Distribution
Eligible for Subsidized Housing	1,650	60.9%	1,650	53.5%
Eligible for No-Cash Subsidy Housing	100	3.1	550	17.2
Ineligible for any reason	850	32.7	800	26.1
Undetermined	100	3.3	100	3.2
TOTAL	2,700	100.0%	3,100	100.0%

* Includes 1050 Single Persons

† Includes 450 Single Persons

Area Preferred for Relocation

There is an overwhelming desire shown by all families to be relocated in Manhattan. Almost 90 per cent of those living in dwelling units, and 94 per cent of those living in rooming houses, expressed such preference.

Families in Rehabilitation Areas

Relatively few of the families living in dwelling units in rehabilitation areas are expected to require relocation. The characteristics of families living in rooming houses in rehabilitaton areas, based on the survey data gathered to date, are markedly similar to those of families living in rooming houses in redevelopment areas. A special consideration affecting relocation needs in all rooming houses in the West Side Urban Renewal Area is the transient nature of occupancy in such units. The extent of relocation that may be required in rehabilitation areas will be set forth in the Final Plan, after completion of the relocation survey and after more definite determination of buildings to be designated for extensive rehabilitation.

COMMUNITY PARTICIPATION

The Urban Renewal Board has from the inception of the West Side Urban Renewal Study maintained close liaison with various community organizations active both in the urban renewal area and in the Park West - Morningside community. These groups have shown a diligent and gratifying interest in the urban renewal plan and have contributed many comments and suggestions which have been incorporated in the Preliminary Plan,

The Park-Hudson Urban Renewal Citizens' Committee was formed in January, 1959 and provided with a full-time staff by means of a two-year grant made available by the Lavanburg Foundation and administered by the Community Council of Greater New York. Membership of the Park-Hudson Committee is broadly representative of local leadership, with business, real estate, educational, religious, social welfare and civic organizations of the community participating. In addition, the Committee includes representatives from major City-wide organizations, who contribute from their broader experience to the Committee's point of view in dealing with questions relating to planning, relocation, code enforcement, community facilities, and other matters with which the Committee is concerned.

At the present time, formation of a committee, which will be representative of the 20-block urban renewal area itself, is under

E-62

way. This committee will draw on the resources of religious groups, social welfare agencies, parents' associations, block associations, business groups and individuals within the area.

The Urban Renewal Board believes that the two-way communication maintained between the community and the Board has been highly effective, and proposes to continue it throughout the final planning and execution stages. By this means the needs and opinions of citizens who are directly affected by the urban renewal plan may be expressed and reflected in official decisions and proposals of the Board.

APPENDIX

Existing Properties in Proposed Redevelopment Areas, by Block and Lot Numbers

(Data Based on Tax Maps of the City of New York, April 1959)

REDEVELOPMENT PARCEL	BLOCK NO.	LOT NUMBERS
1	1851	39, 40, 41, 42, 43, 143, 44, 144, 45, 46, 47, 147, 48, 49, 149, 50, 51, 151, 52, 53, 54, 154, 55, 56, 156, 57, 58, 59, 60, 61, 62, 63
2	1851	8, 9, 10, 11
3	1851	28, 128, 29, 30, 31, 32, 33, 34, 35, 36
4	1832	1, 3, 103, 104, 5, 59, 60, 61, 62, 63, 64
5	1832	41, 43, 44, 144, 45, 46, 146, 47, 48, 148, 49, 50, 51, 52, 53, 153, 54, 55, 56, 57, 157, 58
6	1226	1, 2, 3, 4, 5, 60, 61, 62, 63, 64
7	1226	43, 44, 45, 47, 48, 49, 50, 51, 53, 54, 55, 56, 57, 58
8	1226	27, 28, 29, 31, 32, 33, 34, 35, 36
9	1209	1, 2, 3, 4, 104, 5, 57, 157, 58, 59, 60, 160, 61, 62, 63, 64, 65
10	1225	1, 2, 3, 4, 104, 5, 6, 106, 7, 107, 8, 9, 109, 59, 159, 60, 160, 61, 63, 64
11	1225	27, 28, 29, 31, 32, 33, 37, 38
12	1208	1, 2, 3, 4, 104, 5, 6, 7, 107, 8, 9, 10, 110, 54, 55, 56, 156, 57, 58, 158, 59, 60, 161, 61, 62, 64
13	1224	159, 60, 61, 62, 63
14	1224	47, 48, 148, 49, 50
15	1224	42, 43, 44, 46
16	1224	29, 32, 33, 34, 36, 37, 137
17	1207	1, 5, 60, 61, 62, 64, 160
18	1207	9, 11, 111, 12
19	1223	120, 21, 22, 23, 123, 24
20	1223	32
21	1206	1, 3, 4, 5, 60 (part), 61, 63, 64
22	1206	44 (part), 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60 (part)
23	1206	21, 121, 22, 26, 32, 38, 40, 41, 43, 44 (part)
24	1222	128, 29, 30, 31, 32, 33, 34, 35, 36
25	1205	1, 3, 4, 104, 5, 60, 61, 62, 63, 64
26	1205	6, 7, 8, 9, 109, 10, 110, 11, 12, 13, 113, 14, 15, 16, 116, 17, 18, 119, 20, 120, 21, 144, 145, 45, 146, 46, 147, 47, 48, 49, 149, 50, 51, 52, 152, 53, 54, 55, 56, 156, 57, 58, 59
27	1205	22, 24, 26
28	1221	1, 2, 3, 4, 5, 6, 59 (part), 60, 61, 62, 63, 64
29	1221	7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 39, 139, 40, 41, 141, 42, 43, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59 (part)
30	1221	29, 30, 32, 33, 35, 36
31	1204	1, 2, 3, 4, 104, 5, 60, 160, 61, 62, 63, 64
32	1220	1, 2, 3, 4, 5, 7, 8, 9, 10, 12, 13, 57, 59, 161, 61, 62, 63, 64
33	1220	49, 50, 51, 52
34	1220	17, 19, 21, 24, 25, 26, 27, 28, 29, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48
35	1203	1, 2, 3, 4, 5, 60, 160, 61, 63
36	1219	1, 5, 105, 6, 61, 62, 63, 64
37	1219	40, 41, 42, 45, 46
38	1219	26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39
39	1202	1, 105, 6, 7, 8, 108, 9, 10, 55, 56, 57, 157, 58, 59, 60, 61, 63, 64
40	1202	26, 27, 28
41	1218	1, 2, 3, 4, 5, 6, 7, 107, 8, 57, 157, 58, 59, 60, 61, 62, 63, 64
42	1218	128, 129, 29, 30, 31, 32, 33, 34, 36, 37
43	1201	1, 2, 3, 4, 5, 6, 7, 63

E-64

ADMINISTRATIVE STAFF and CONSULTANTS

URBAN RENEWAL BOARD — THE CITY OF NEW YORK

Samuel Ratensky
Director

H. Arthur Steinberg
Counsel

Joseph F. Nelson
Administrative Officer

Elizabeth E. Kempton
Community Organization Consultant

Alonzo M. Browne
Architect

BROWN AND GUENTHER — CANDEUB AND FLEISSIG

Planning Consultants

George D. Brown, Jr., A.I.A.
Member of Firm

Bernard W. Guenther, A.I.A.
Member of Firm

Denton S. Layman, A.I.P.
Project Director

Thomas R. Brown
Deputy Director

Joel Frisch
Survey Supervisor

Isadore Candeub, A.I.P.
Member of Firm

Morris B. Fleissig
Member of Firm

Nicholas N. Ryshkoff-Karr
Senior Planner

Roland Zunde
Associate Planner

Gail Schwartz
Report Editor

Leon S. Eplan
Statistician

BROWN, HARRIS, STEVENS, INC.

Real Estate Consultants

John R. White, M.A.I.
Vice President in Charge,
Consultation Department

BRAISLIN, PORTER & WHEELOCK, INC.

Relocation Survey Consultants
Through its affiliate, General Relocation Corp

Morgan D. Wheelock
President

Robert Van Horne
Survey Supervisor

WEST SIDE URBAN RENEWAL STUDY

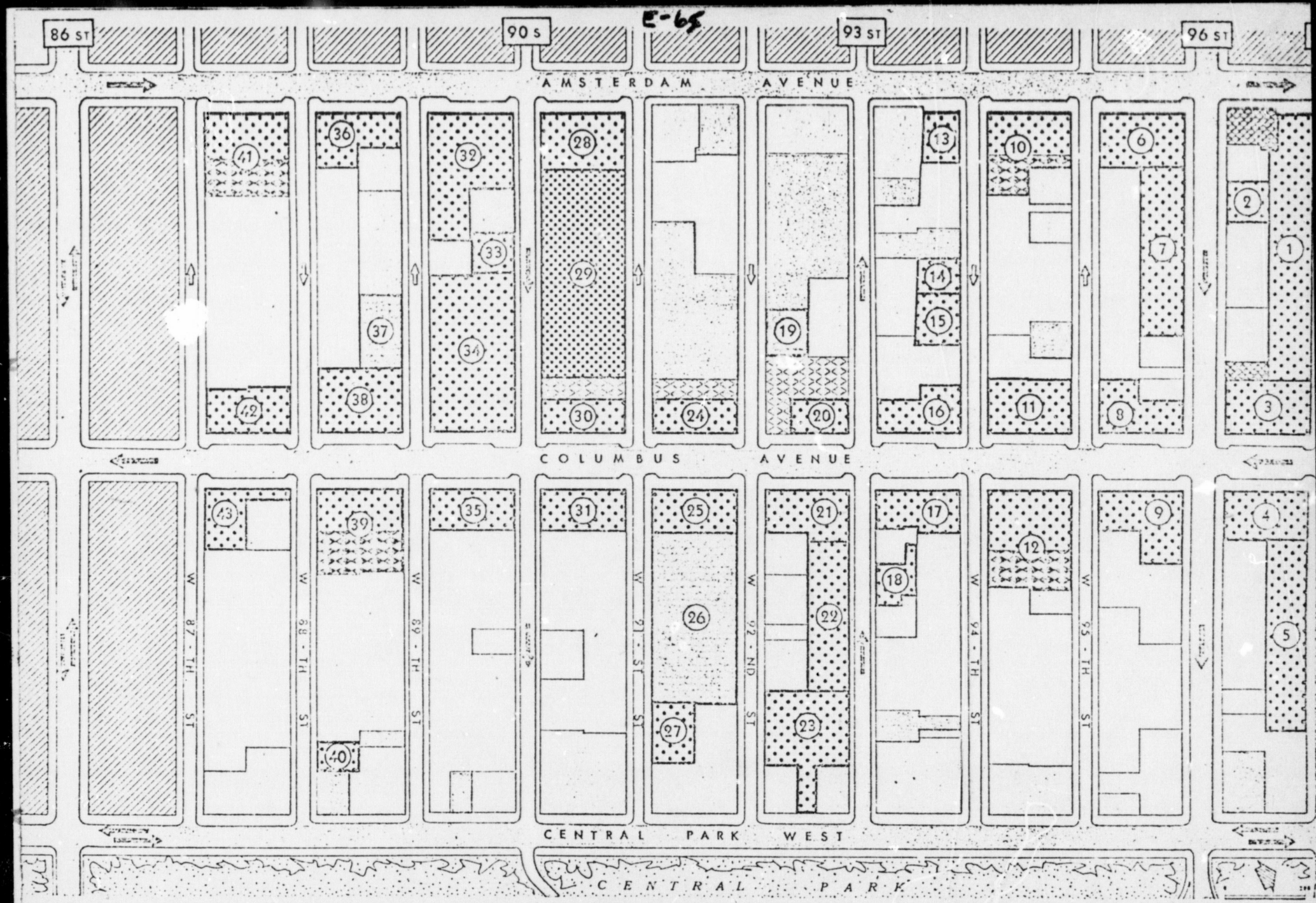
The Urban Renewal Board, its staff and consultants, acknowledge their indebtedness to all who participated in and contributed to the Demonstration Grant study, and to the analyses and concepts set forth therein.

Report Production

DESIGN HOWARD BAUMAN
PRINTING HEMISPHERE PRESS

99

E-65



REDEVELOPMENT AREAS

- Residential
- Residential--Public Housing
- Public (School Areas)

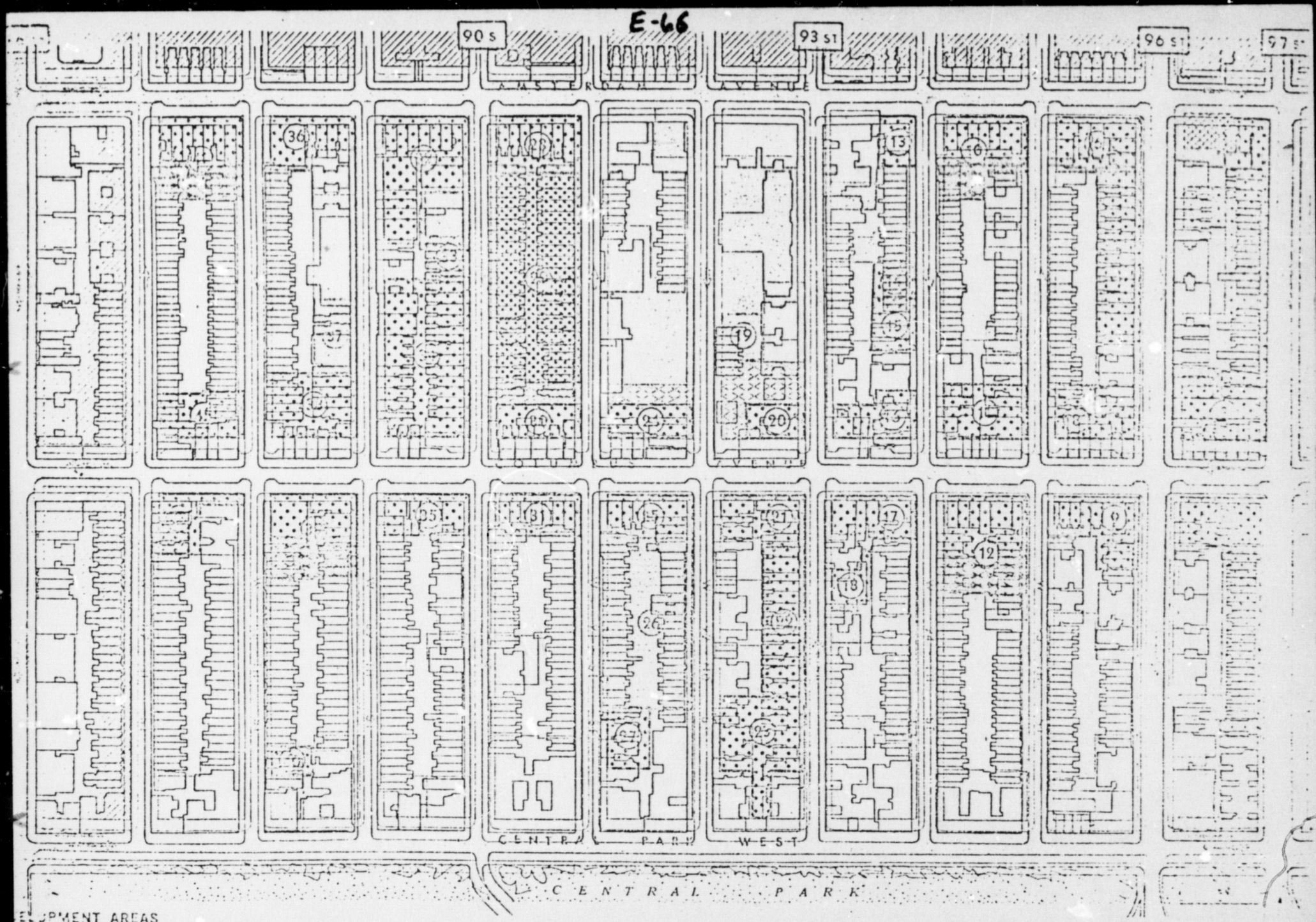
CONSERVATION AREAS

- Residential
- Public and semi public

by new housing. The Preliminary Plan

room per month in c

E-66



E-67

EXISTING BUILDINGS & STREETS

E-68

C-67

Cal. No. 3 **PLAINTIFF'S EXHIBIT 6 - CPC APPROVAL OF WSURA PRELIMINARY PLAN (CITY EXHIBIT A)**

CITY PLANNING COMMISSION

Approval, pursuant to Section 72-m of the General Municipal Law of the State of New York of a Preliminary Plan for the West Side Urban Renewal Project in the area bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

CP-14926 July 15, 1959

Hon. ROBERT F. WAGNER, Mayor, Chairman, Board of Estimate:

Sir - At the meeting of the Board of Estimate held on May 28, 1959 (Cal. No. 293), there was referred to the City Planning Commission a Preliminary Plan, dated May 28, 1959, for the West Side Urban Renewal Project, proposed to be developed in the area bounded by West 97th Street Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

In a communication dated May 20, 1959 to the Board of Estimate, the Chairman of the Urban Renewal Board had requested that this plan be referred to the City Planning Commission for public hearing and report pursuant to Section 72-m of the General Municipal Law of the State of New York.

If the preliminary plan is approved, a Final Urban Renewal Plan, pursuant to Section 72-m of the General Municipal Law and under relevant provisions of the National Housing Act, will be submitted. Additional public hearings before the City Planning Commission and the Board of Estimate will then be held, as required by law, prior to action on the Final Plan.

BACKGROUND

Legislative Authorization

Section 72-m of the General Municipal Law of the State of New York provides in part that the City may acquire real property necessary for or incidental to the prevention of the development or spread of slums or blight through the clearance, replanning, rehabilitation, restoration, renewal, conservation, reconstruction or redevelopment of an area which has been designated by the City Planning Commission as a deteriorating area. Such designation must be made after a public hearing and be based upon a finding with respect to conditions, factors or characteristics existing in the area and must include a statement of standards for the development of the area. The City may sell or lease real property so acquired at the highest marketable price or rental for the purposes noted above.

EXHIBIT A

Section 72-m provides, among other requirements, that the City Planning Commission, after a public hearing, shall certify whether the preliminary plan conforms to the Master Plan and to the general standards for development of the area as set forth in the Commission's report designating the deteriorating area. It is also provided that the Commission shall certify its unqualified approval, its disapproval or its qualified approval with recommendations for modifications of the preliminary plan.

Title I of the National Housing Act of 1949, as amended, contains provisions for Federal financial aid for planning and surveys of urban renewal projects, capital grants and demonstration grants for carrying out various elements of the plan.

Previous Actions Relating to Urban Renewal Plan

On June 6, 1956 (CP-12481) the City Planning Commission, pursuant to Section 72-1 of the General Municipal Law, made a finding that the area bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan, was a deteriorating area. This finding was made as a prerequisite to the acceptance of a Federal Demonstration Grant under Section 314 of the National Housing Act of 1949, as amended.

On June 15, 1956 (Cal. No. 411) the Board of Estimate accepted the demonstration grant tendered to the City of New York by the United

States Government, through the Urban Renewal Administration of the Housing and Home Finance Agency, and authorized the City Planning Commission to carry out said demonstration project and the urban renewal activities approved in the demonstration grant contract.

Pursuant to the provisions of the contract between the City and the Federal Government, a comprehensive study of the area under consideration was conducted by qualified consultants with the assistance of 26 City and State agencies and under the supervision of the City Planning Commission. This Urban Renewal study was completed and in April 1958, a report was submitted by the City Planning Commission to the Mayor, the Board of Estimate and the United States Urban Renewal Administration.

On the basis of data set forth in this study, the City Planning Commission, on June 18, 1958 (CP-14064), made a finding, pursuant to Section 72-a of the General Municipal Law, that the Urban Renewal Area under consideration is a deteriorating area.

On June 26, 1958 (Cal. No. 360A), as amended by a resolution of January 22, 1959 (Cal. No. 378), the Board of Estimate designated the Urban Renewal Board, appointed by the Mayor on May 9, 1958, as the appropriate agency to carry out all activities connected with the West Side Urban Renewal Project.

An application for a Federal Survey and Planning Advance and Capital Grant Reservation, made by the Urban Renewal Board on September 9, 1958, was approved by the United States Housing and Home Finance Agency. The Offer of Advance was accepted by the Board of Estimate on December 18, 1958 (Cal. No. 415).

THE PRELIMINARY URBAN RENEWAL PLAN

The Preliminary Plan, as submitted by the Urban Renewal Board, is described in a 30-page brochure and two maps entitled:

(1) Park West Community and Environs

(2) Preliminary Plan Map.

The plan relates to an area of 74 acres, exclusive of streets. It provides for utilization of a wide range of methods made possible by the existing Municipal, State and Federal legislation to achieve a number of goals, based on the general standards heretofore established by

the City Planning Commission. These objectives of the Plan are designed to create a stable residential area that will preserve the existing assets of the community and to improve the area in those aspects in which it is now unsatisfactory. Encouragement of maximum private investment and of active community participation in the renewal process are included in the goals listed by the Board. This is in conformance with the objectives of the National Housing Act, as amended, which states in the Declaration of National Housing Policy:

> "Section 2
> (1) private enterprise shall be encouraged to serve as large a part of the total need as it can; ... (3) appropriate local public bodies shall be encouraged and assisted to undertake positive programs of encouraging and assisting the development of well-planned integrated residential neighborhoods, the development and redevelopment of communities, and the production, at lower costs of housing of sound standards of design, construction, livability, and size for adequate family life ...

> The Housing and Home Finance Agency and ... other departments or agencies of the Federal Government ... shall exercise their powers, ... in such manner as will encourage and assist ... the development of well-planned, integrated, residential neighborhoods and the development and redevelopment of communities;"

The Plan, as submitted, designates three broad categories of areas within the Project:

(a) Conservation Areas, occupying approximately 19 acres, in which existing private, public and semi-public buildings and open spaces are to be preserved;

(b) Rehabilitation Areas, occupying 23 acres and presently developed for the most part with "brownstones". These buildings are proposed to be renovated or converted to eliminate undesirable overcrowding and resulting hazards to health and safety and to create more satisfactory environment suitable for family living. The Plan lists an array of techniques to be utilized to achieve the desired rehabilitation objectives;

(c) Redevelopment Areas, occupying 32 acres, in which it is proposed to acquire and demolish existing buildings. These buildings, generally old-law tenements, are functionally inadequate with respect to layout, lights, ventilation, excessive land coverage and structural conditions. They do not lend themselves to satisfactory rehabilitation. In limited cases, other types of buildings are also included in proposed clearance areas where required to establish adequate parcels for appro-

subject to final classification only after further inspection and

priate redevelopment.

A major part of the cleared areas is proposed to be replaced by new housing. The Preliminary Plan, as submitted, tentatively proposes development of approximately 7800 new dwelling units in the redevelopment areas. Of these, 400 dwelling units are included in the approved State-aided low-rent public housing project to be built by the New York City Housing Authority within the block bounded by West 91st Street, Columbus Avenue, West 90th Street and Amsterdam Avenue. About 2400 dwelling units are proposed to be in partially publicly assisted moderate-rent private housing, with rentals or carrying charges ranging from about $22 to $29 per room per month. The remaining 5000 dwelling units are proposed to be in unassisted, fully tax-paying rental and cooperative private housing. Charges are estimated at $35 to $40 per

The rehabilitation of brownstones will eliminate substandard

room per month in cooperatives and $45 to $60 in rental housing.

In addition to new residential buildings, it is proposed to develop in the cleared areas a new school; playspace additions for two existing schools and at least four open spaces to be developed as public plazas for sitting areas and passive recreation. These plazas may also serve as access to new retail stores. The new school, Public School 84, is to be built on the block bounded by West 92nd Street, Central Park West, West 91st Street and Columbus Avenue. The site for this school was approved by the Board of Estimate on April 9, 1959 (Cal. No. 98).

No changes in the lines of legally mapped streets are contemplated by the Preliminary Plan. However, the establishment of set-back lines and rearrangement of roadways and sidewalks are proposed to achieve several objectives of the Plan.

The effective width of Columbus Avenue is proposed to be increased to 130 feet by means of mandatory setbacks of 15 feet from the existing street lines. Such setbacks are made possible by the fact that the entire frontage on both sides of Columbus Avenue is proposed to be redeveloped with new housing and open spaces. It is proposed to utilize this increased width between buildings for broad landscaped sidewalks and 10-foot parking bays in addition to providing a net width of 60 feet for the roadway. Similar treatment is proposed also for the parts of the easterly side of Amsterdam Avenue in the blocks where redevelopment is to take place.

The east-west street system is proposed to be revised by appropriate roadway and sidewalk treatment. West 90th Street and West 93rd Street are proposed to be converted into "connector" streets by reducing their sidewalk widths and thereby increasing roadway width and traffic carrying capacity. West 96th Street is now a 100-foot street and it is proposed to retain it in its "connector" street capacity.

The balance of the interior east-west streets are planned as quiet "residential" streets. They will be relieved of such share of traffic as is to be diverted to "connector" streets and their function as residential streets may be further enhanced by narrowing of roadway widths, landscaping of sidewalks, use of appropriate paving materials and suitable traffic controls, all designed to discourage through traffic.

These street changes are an essential element of proposed establishment of "sub-neighborhoods", a basic concept of the Urban Renewal Plan under consideration. As presently conceived and shown on the Preliminary Plan Map, six sub-neighborhoods will be created, delineated by North - South Avenues, West 96th Street, West 93rd Street, West 90th Street and West 86th Street. Each sub-neighborhood will be bounded by Avenues and connector streets and contain only quiet residential streets as its interior streets. Each sub-neighborhood will have easy walking access to local shopping facilities, open spaces and, in so far as practicable, to essential community facilities. Within each sub-neighborhood, it is proposed to provide a desirable variety of types of housing.

The Urban Renewal Board has emphasized that the present Plan is a Preliminary Plan. The concepts and proposal outlined therein will guide the final planning, but they are intended to be further revised and refined in the Final Urban Renewal Plan, in accordance with the intent of Section 72-m of the General Municipal Law.

THE PUBLIC HEARING

On June 3, 1959 (Cal. No. 51), the City Planning Commission fixed June 29, 1959, as the date for a public hearing on the West Side Preliminary Urban Renewal Plan, pursuant to subdivision 5 of Section 72-m of the General Municipal Law of the State of New York.

The hearing was duly held on June 29, 1959 (Cal. No. 4).

There were 36 appearances. The speakers included the Director of the Urban Renewal Board, local church groups, representatives of local and City-wide community and civic organizations, political organizations, block associations, ethnic groups, merchants associations, as well as owners and tenants of buildings within the Urban Renewal Area.

Statements made at the public hearing, as well as numerous communications, which the Commission has received in reference to the proposed Urban Renewal Plan, generally indicated approval of the Plan in principle, but also expressed criticism and recommendations

for modifications with respect to certain aspects of the Plan. The objections and recommendations were generally as follows:

A. Inadequate provisions of low and middle-income housing. It was recommended that a greater proportion of the new housing be allocated to low and middle-income accommodations.

B. Unsatisfactory provisions for business establishments to be dislocated. It was recommended that more adequate compensation, including compensation for good will, be provided; that priority be assured for business concerns to return to new or rehabilitated structures within the renewal area; and that temporary quarters be provided for these business establishments during the period of rehabilitation and redevelopment.

C. Unnecessary demolition of buildings. It was recommended that certain specific buildings, considered by owners or tenants to be in satisfactory condition, be permitted to remain.

EVALUATION OF THE PRELIMINARY PLAN

The Plan in General

In its study of the West Side Urban Renewal Area published in April, 1958 and in its report of June 18, 1958 designating the project area as deteriorating, the Planning Commission set forth a series of goals and general standards for renewal of the West Side project area. Implicit in these considerations was the development of an integrated, comprehensive plan for renewal dealing with social and economic aspects of the area as well as physical treatment of structures and streets. The achievement of these goals would require the application of new techniques and new approaches to urban renewal.

The Plan under consideration will serve as a demonstration of cooperative action of city, state and federal governments working together with private resources and the community to reverse the downward trend of a good neighborhood and restore it to a stable and productive role in the City. There are several significant ways in which this project represents a departure from other urban renewal projects:

It marks the first time spot clearance and redevelopment are combined with rehabilitation and conservation;

It is the first project to combine various categories of tax-abated and full-taxpaying rental and cooperative housing as well as low-rent public housing;

It is the first approach to employ all housing and renewal

tools available under City, State and Federal programs;

It is the first project to combine the Federal Title I provisions with the State's Limited Profit Housing program;

It is the first project conceived with an attempt to preserve the structure of the community, to seek genuine citizen participation and to carry out relocation under direct City supervision before sites are made available for redevelopment.

In considering the Preliminary Plan as submitted, the Planning Commission has taken into account the fact that this new and comprehensive approach is and should be flexible. It is further recognized that the Preliminary Plan has been developed to meet the specific needs of a specific area. The following evaluation takes cognizance of these

specific needs, the general renewal criteria developed in earlier studies and reports, suggestions aired at the public hearing and subsequent conferences with the Urban Renewal Board and its technical staff.

A Balanced Community

One of the significant standards set in the development of the Preliminary Plan is the provision of a number of types of housing accommodations, at varying rentals, to encourage the development of an economically, culturally and ethnically balanced community. To this end, the Preliminary Plan proposed the inclusion of 400 public housing units in the area and the recommendation that approximately one-third of the estimated 7,400 new units of private residential housing proposed for redevelopment sites receive some form of tax-abatement.

During the public hearing there was an overwhelming expression of public sentiment favoring a higher proportion of public and tax-abated housing to meet the needs of low and middle income families in the area. While the original study of the area clearly states that the goals of urban renewal should include a minimum of public subsidies and a maximum of private investment, the study report also stated that in considering a policy of varied housing facilities "there should be sufficient flexibility so that the proportions of the different types of accommodations provided -- public low-rent housing, middle-income

cooperative and rental housing, and private rental housing -- may be varied according to the conditions and needs of the particular renewal area."

In weighing the policy goals of urban renewal as they apply to the West Side Area, it is also important to consider the stated goal of community participation. In light of the strong expression of the community for additional units of low-income public housing and moderate rental private housing, to ignore such requests, where there is a degree of flexibility sanctioned, would vitiate the spirit of community participation.

The determination of the ratio of fully-taxable and subsidized housing cannot, however, be fixed solely by public expression as voiced in any one area of the City. The planning needs of the entire West Side, the general needs of the City and the continuing vitality of the Urban Renewal Program in the City must all be considered. After consultation with, and unanimous concurrence of the Urban Renewal Board, the Planning Commission recommends the following modifications:

(1) Two-hundred additional units of low-rent public housing to be provided in new construction, in addition to the 400 units already proposed. After discussion with the Housing Authority, the Urban Renewal Board has stated that these will probably be developed in the form of small, "vest-pocket" type projects, rather than being concentrated on a single site. In addition, the Urban Renewal Board and the Housing Authority have agreed to consider the provision of approximately 200 low-rent units in rehabilitated structures. Of major significance to the community and the City at large is the introduction of an experimental program in public housing which attempts to integrate small public housing developments into the overall neighborhood pattern.

(2) Of the 7,200 units of new construction (exclusive of the 600 units of public housing in new construction), a division into 3,600 units of tax-abated housing (in the range from $21 to $29 per room per month) and 3,600 units of full tax-paying housing is recommended. The anticipated increase in tax return (estimated in the Preliminary Plan at 467 per cent) provides enough margin to accommodate the increase of approximately 1,200 additional tax-abated units and fully provide a tax return commensurate with the stated general urban renewal standard established by the Commission for this area which calls for improvement of the real estate tax base.

In making these recommendations, the needs of both project area and surrounding community were considered. The concentration to the north of the project area of a large full-taxpaying Title I development and a large low-rent public housing development indicated that the needs of the general area and the goals of a balanced neighborhood could be best served by an addition of approximately 1,200 units of moderate-rental tax-abated housing.

The addition of the low and middle-income housing units in new construction will serve to help achieve the desired goals of a socially and economically balanced community. Further efforts to achieve similar balance among the structures designated for rehabilitation are being explored by the Urban Renewal Board and the Temporary State Rent Comm-

ission. The Urban Renewal Board anticipates that many brownstones designated for minor rehabilitation will remain under rent control in the moderate rental ranges.

Reversing the Downward Trend

In designating the West Side Urban Renewal area as a deteriorating area, the City Planning Commission's report stated that the urban renewal program should be directed, among other general standards, to "rehabilitation wherever practicable, of buildings which have deteriorated, to bring them up to accepted standards, or elimination of such buildings where rehabilitation is impracticable." In general, the Preliminary Plan follows the recommendations of the original study in providing for the clearance of old-law tenements and the rehabilitation of brownstones. A few old-law tenements were excluded from clearance areas because the Urban Renewal Board found that their sites required further study to determine suitability for economic redevelopment. The Board also stated that some old-law tenements included in proposed redevelopment sites but which have already undergone modernization will be examined in detail prior to submission of the final plan to determine whether their demolition is necessary.

The Urban Renewal Board has informed the Planning Commission that the few scattered individual buildings, as well as a cluster of buildings on West 97th Street between Columbus Avenue and Central Park West, about which questions were raised at the public hear[illegible]

West, about which questions were raised at the public hearing, will be subject to final classification only after further inspection and review. Such final classification will be subject to the Commission's review in its consideration of the Final Plan. The overall classification eliminating most of the old-law tenements, marking the brownstones for rehabilitation, and conserving the existing apartment buildings in the area meets the standards established by the Planning Commission. The preponderance of old-law tenements on Columbus Avenue, the backbone of the renewal area, offers a unique opportunity for comprehensive redevelopment and improved street treatment. The redevelopment of the avenues, as proposed, is a key to achieving and maintaining renewal of the entire area and represents a sound planning concept.

The rehabilitation of rooming units will eliminate substandard living accommodations, eliminate serious overcrowding in existing family-occupancy rooming houses, reduce the present excessive population turnover and arrest deterioration, all of which are major blighting factors in the area.

The general support of the rehabilitation program at the public hearing indicated the appeal of preserving older structures that can be adapted to provide attractive urban living conditions. The Commission welcomes the intention of the Urban Renewal Board to move ahead promptly with a "Brick and Mortar" Rehabilitation Demonstration Project, which should provide practical information in developing rehabilitation details in the final plan.

Street Layout

The City Planning Commission's report of June 18, 1958 specifies as an important consideration that it is desirable to "minimize traffic in this residential area, especially on the minor residential streets." The report added, however, that "it does not appear to be generally practicable to change street patterns." The Commission finds that the proposed street treatment described in the Preliminary Plan conforms to these criteria. Further, the Commission approves the concept of providing east-west "residential" and "connector" streets which will discourage through traffic on all but the "connector" streets. It should be pointed out, however, that there has been a question raised

should be pointed out, however, that there has been a question raised at the public hearing about designating West 93rd Street a connector street, since Joan of Arc Junior High School is located on that street. The Commission recommends that this matter be given further study and consideration before adoption of a final plan.

Provision in the Preliminary Plan for parking bays on the avenues and off-street parking facilities in the area should improve the flow of traffic in the area and reduce parking problems.

Population Density and Building Bulk

The City Planning Commission had indicated in its West Side study and in its June 18 report that the proposed population density in the area should remain about the same as the current density. "However" the report added, "future redevelopment must provide for improved spacing of buildings, more adequate open areas adjacent to buildings, with resulting improved light and ventilation for housing accommodations."

The Urban Renewal Board estimates that under the Preliminary Plan the total number of dwelling units of all types in the area will be 14,580 as compared to the total of 15,324 existing units estimated in the West Side study. While the redevelopment units will be greater in number than the total number of units they replace, it is anticipated that there will be a significant reduction in density in the rehabilitated brownstones, some of which now house as many as five persons in a single room. This would satisfy the standards set for the area. These standards will be maintained by the coordinated program of code enforcement which is a part of the Plan. The Urban Renewal Board also has stated that there will be specific redevelopment controls applicable to each redevelopment parcel which will govern bulk and density, and, in the interiors of the blocks, there will also be a maximum limit on height. The Plan, as stated, indicates general conformity

with the Commission's requirements for bulk and density and provides a variety of high and low buildings for the area.

Open Areas

The Preliminary Plan indicates provision of a series of public plazas, adjacent to and behind new residential structures facing Amsterdam and Columbus Avenues. These plazas, developed as passive recreation and sitting areas, are also being considered for development in conjunction with clusters of retail shops opening into the avenues by arcades. Redevelopment controls governing plaza areas will insure their accessibility and maintenance as permanent public open space. The Preliminary Plan states that at least four such plazas will be developed.

E-92

E-82

The proposed plazas represent a further development of the concept of "walk-throughs" in the Commission's original study, taking into account practical problems of operation and maintenance. More detailed data on design and location will be contained in the Final Plan.

Together with the provisions for active recreation areas for older children in the new playground adjacent to PS 84 and the additions to the sites of PS 166 and Joan of Arc Junior High School, the Preliminary Plan meets the standards set by the Planning Commission for additional open space.

Relocation

Perhaps the most serious aspect of any renewal program is the question of dislocation and relocation of residents in the area. According to the Preliminary Plan, some 4,300 families and 1,500 single persons are currently living on proposed redevelopment sites. In addition, an undetermined but substantial number of families living in structures scheduled for major rehabilitation will require relocation. Section 72-m of the General Municipal Law does not require a description of relocation procedures in the Preliminary Plan. However, the Planning Commission is impressed by the Urban Renewal Board's awareness of the relocation problem and its stated intention to carry out this program with the least possible hardship

with the least possible hardship and inconvenience to those displaced and a minimum impact upon the community.

The Board will assume full and immediate responsibility for the relocation. Tenants will be relocated before the redevelopment sites are turned over to private developers. The Board also will seek to phase the relocation in stages to maintain community stability and reduce hardship.

The Commission was made aware during the public hearing of the specialized relocation and financial problems confronting the small business men in the area. Among the questions posed at the public hearing was whether the Urban Renewal Board could institute a program in the West Side to provide temporary facilities for business men similar

to that carried out in New Haven, Conn., in one of its urban renewal projects. The Urban Renewal Board has informed the Planning Commission that it consulted with officials in New Haven and, while there are differences in magnitude of the projects and other complicating factors, it will carefully consider this and other recommendations by the Business and Professional Men's Group of the project area and continue to confer with the group to explore techniques of assistance in relocation, application of priorities and other problems.

Community Participation

A basic concept embodied in the urban renewal approach is the encouragement of full local community participation in the renewal action. In complying with this standard, the Urban Renewal Board has taken positive steps to work in and with the community involved. Since publication of the Preliminary Plan, the Urban Renewal Board has held a series of public meetings in the project area. Under the supervision of a full-time community organization consultant, the Board set up special informational facilities in the area. Maps, charts and other graphic materials were put on public display in the area. In addition, a Neighborhood Information Bulletin is being distributed periodically by the Board to achieve widespread circulation of facts about the project.

The community efforts to participate in the urban renewal program have resulted in the formation of the Park-Hudson Urban Renewal Citizens' Committee and of several block associations. These groups have provided invaluable assistance in keeping the community informed and in working with city officials to present recommendations and suggestions in regard to the plan. The results of these efforts were pointed up at the Planning Commission public hearing, where the testimony of the local groups and individuals demonstrated their awareness and familiarity with the proposed plan, regardless of their views on it.

E-96

E-84

SUMMARY AND APPROVAL

In considering the comprehensive Preliminary Plan, the Commission has taken cognizance of the innovations and scope of this new urban renewal approach and has indicated that the Plan requires flexibility in its development if it is to meet the general standards outlined in the City Planning Commission's Report CP-14064, June 18, 1958, as follows:

(a) Rehabilitation, wherever practicable, of buildings which have deteriorated, to bring them up to acceptable standards, or elimination of such buildings, where rehabilitation is impracticable.

(b) Establishment of public walks and small open areas to provide playgrounds for small children and sitting areas for older persons, as well as to provide more adequate sunlight and air for dwelling accommodations.

(c) Reduction of room overcrowding which is characteristic of a substantial portion of the housing in the Area particularly the brownstone rooming

houses and single-room occupancy tenements.

(d) Provision of varying types of housing accommodations, at varying rentals, to encourage development of an economically, culturally and ethnically balanced community.

(e) Reduction of population turnover, to permit continuity of community life.

(f) Establishment of an attractive over-all neighborhood by means of appropriate architectural design and harmonious relationship between buildings and open spaces.

(g) Improvement of real estate tax base of the Area.

(h) Encouragement of maximum private investment on the broadest possible basis in the renewal of the Area.

(i) Encouragement of full local community participation in the renewal action.

An attempt to balance all the aforementioned considerations to suit the needs of the West Side Urban Renewal Area posed a formidable challenge which has been met with skill and vision in the Preliminary Plan. The Commission is of the opinion that the Plan with recommended modifications represents a sound and practical basis for the Final Plan. It further represents a living demonstration of new techniques and new legislative approaches to restore and revivify neighborhoods so that they may retain their positive characteristics and provide improved social and economic conditions in the interests of the welfare of the entire City.

On the basis of careful study of the Preliminary Plan, independent studies by the Urban Renewal Board and scrutiny of the informed and intelligent citizen suggestions and recommendations at the public hearing, the City Planning Commission hereby

certifies that the proposed West Side Urban Renewal Preliminary Plan, conforms to the Master Plan so far as adopted and the general standards established pursuant to Subdivision 3 of Section 72-m of the General Municipal Law.

The City Planning Commission approves the Preliminary Plan with recommendations for modifications in the proportion of public housing, tax-abated private housing and unassisted private housing , as hereinabove stated.

JAMES FELT, Chairman, FRANCIS J. FLOERSTEIN, Vice-Chairman, GOODHUE LIVINGSTON, JR., LAWRENCE M. ORTON, CHARLES J. STURLA, Commissioners; STUART CONSTABLE, MICHAEL A. PROVENZANO, Acting Commissioners

BOARD OF ESTIMATE

E-86

PLAINTIFF'S EXHIBIT 7 - PRELIMINARY PLAN APPROVAL BY BOARD OF ESTIMATE (CITY EXHIBIT B)

BOARD OF ESTIMATE

CITY OF NEW YORK

(Cal. No. 10)

Whereas, The preliminary plan for the development of the West Side Urban Renewal Area was referred to the City Planning Commission by the Board of Estimate on May 28, 1959 (Cal. No. 293), pursuant to subdivision 5 of Section 72-m of the General Municipal Law; and

Whereas, The City Planning Commission, after public hearing held on July 15, 1959 (Cal. No. 3), certified its qualified approval with recommendations for modifications, in Report CP-14926; and

Whereas, Subdivision 5 of Section 72-m of the General Municipal Law requires that the Board of Estimate act on such plan upon its receipt from the City Planning Commission; and

Whereas, The Board of Estimate held public hearings on said preliminary plan on September 17, 1959 (Cal. No. 23) and October 22, 1959 (Cal. No. 10); now, therefore, be it

Resolved, By the Board of Estimate:

That the preliminary plan, as approved and modified by the City Planning Commission, for the development of the West Side Urban Renewal Project be and is hereby approved in principle, with the following modifications:

1. That the Urban Renewal Board make the necessary study of the income levels of 100 per cent of the people now residing in the redevelopment and rehabilitation areas, or as near that percentage as possible, and based on those findings, provide an increased number of middle-income and low-rent units within the project area more in line with the needs of the people in these categories and advise the Board of Estimate, two months before submitting a final plan, as to the location and quantity of required middle-income and low-rent units to be provided to house all the people in these categories.
2. That the minimum goals for low-rent shall be 1,000 units and the minimum goals for middle-income shall be 4,200 units.
3. That the project be developed at densities which will maintain, in general, the present overall population density.
4. That the construction of new buildings and the rehabilitation of existing buildings be so planned that, after a minimum initial dislocation of families, new buildings will be erected before dislocating further families; and those in the area next scheduled for demolition or rehabilitation will be given the opportunity to move into the newly-completed buildings.
5. That people be permitted to study the relocation plan and site priority machinery and have the opportunity to make recommendations to the Urban Renewal Board before the final plan is formally submitted to the Board of Estimate for adoption.
6. That a system of priorities be worked out for existing businesses, and the Urban Renewal Board explore techniques to provide commercial space at reasonable rentals.
7. That a specialized staff for the relocation of business be set up in the relocation bureau and that this bureau consult, from time to time, with an advisory group from the business people.
8. That means, whereby small businessmen can cooperatively act as sponsors of redevelopment areas, be devised to permit retail merchants to re-establish themselves in the community.
9. That provisions be made for temporary quarters during the relocation period for those in business who are to be relocated in the area.
10. That the Urban Renewal Board explore with the local business community and with legislative representatives at State and Federal levels the problems involved in displacement and relocation of retail business, and will include in the final plan recommendations for priority and assistance to them.

A true copy of resolution adopted by the Board of Estimate on **OCTOBER 22, 1959.**

Ruth W. Whaley

Secretary

Exhibit B

E-87

PLAINTIFF'S EXHIBIT 8 - CPC APPROVAL OF FINAL PLAN (CITY EXHIBIT C)

THE CITY OF NEW YORK

Report of the
CITY PLANNING COMMISSION on the

WEST SIDE
URBAN RENEWAL AREA
FINAL PLAN

MAY 29, 1962
CALENDAR NO. 6

CP-17329

Exhibit C

PLAINTIFF'S EXHIBIT 10 - "SUMMARY OF THE

E-88

Calendar No. 6

CITY PLANNING COMMISSION

Approval pursuant to Section 72-m of the General Municipal Law of the State of New York, and Title I of the Housing Act of 1949, as amended, of the Final Plan for the West Side Urban Renewal Project in the area bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

—

(CP-17329) May 29, 1962.

—

Hon. ROBERT F. WAGNER, *Mayor, Chairman, Board of Estimate:*

Sir—In a communication dated April 25, 1962, the Housing and Redevelopment Board submitted the Final Plan (Urban Renewal Plan), pursuant to Section 72-m of the General Municipal Law of the State of New York and Title I of the Housing Act of 1949, as amended, for an Urban Renewal Project, designated as "West Side" in the area bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

The Plan submitted to the City Planning Commission for approval provides for the renewal of a 20-block area on Manhattan's West Side, adjacent to Central Park, through a combination of renewal techniques including—

1. Replacement of existing substandard structures with new housing;
2. Rehabilitation of fundamentally sound buildings which have deteriorated but retain potentialities for providing good housing;
3. Conservation of existing sound development;
4. Provision of necessary community facilities and amenities.

The new housing to be developed in areas now occupied by substandard buildings will provide 7,860 new apartments as follows: 800 low-rent public housing units; 4,200 middle-income units, 15 per cent of which are to be available at rents comparable to public housing, and 2,860 fully tax paying, privately financed units.

Rehabilitation of existing buildings will provide approximately 3,100 standard apartments of which 200 units will be low-rent public housing.

Conservation of sound buildings requiring no major rehabilitation involves about 3,600 existing apartments.

In addition, it is proposed to provide for commercial uses, primarily local shopping facilities in residential buildings, a new school and playground additions to two existing schools, landscaped plazas and play areas and special street treatment.

In order to avoid overall disruption of the neighborhood and to provide for an orderly relocation program with maximum provision for on-site relocation, it is proposed to advance the project in three stages:

Stage I from West 93d to West 97th Streets;
Stage II from West 90th to West 93d Streets;
Stage III from West 87th to West 90th Streets.

It has, however, been found advisable to initiate certain elements of the Plan in each of the three stages prior to advancement of the general plan for the first stage. These prior elements include new public housing to provide for necessary relocation, a new public school to insure that school facilities will be available when the new buildings are occupied, and a demonstration rehabilitation project to test the techniques to be utilized throughout the rehabilitation areas.

If the Final Urban Renewal Plan as submitted is approved, pursuant to Section 72-m of the General Municipal Law of the State of New York and under relevant provisions of the Housing Act of 1949, as amended, the City may initiate acquisition proceedings. The Housing and Redevelopment Board proposes to take title to all redevelopment parcels throughout the area at one time, "in order to control maintenance of properties to be demolished in later stages; use vacant apartments and stores for temporary on site relocation of tenants who expect to remain in the area in new developments; and to forestall inflation of acquisition costs as a result of progress in Stage I."

E-89

PAST ACTIONS RELATING TO THE WEST SIDE URBAN RENEWAL AREA

From the inception of the idea of applying a battery of renewal techniques in a large area to the presently proposed detailed Final Plan, several actions have previously been taken by the City Planning Commission, Board of Estimate and other governmental agencies.

The initial step, taken by the City Planning Commission on June 6, 1956 was the designation, after a public hearing, of the area as "deteriorating," pursuant to Section 72-l of the General Municipal Law. This action was a prerequisite to acceptance of a Federal Demonstration Grant under Section 314 of the Housing Act of 1949, as amended.

On June 15, 1956, Cal. No. 411, the Board of Estimate accepted the demonstration grant tendered to The City of New York by the United States Government, through the Urban Renewal Administration of the Housing and Home Finance Agency, and authorized the City Planning Commission to carry out a demonstration project and the urban renewal activities approved in the demonstration grant contract.

Pursuant to the provisions of the contract between the City and the Federal Government, a comprehensive study of the West Side Area was conducted by qualified consultants with the assistance of City and State agencies, under the supervision of the City Planning Commission. This urban renewal study was completed in April 1958 and a report was submitted by the City Planning Commission to the Mayor, the Board of Estimate and the United States Urban Renewal Administration.

On the basis of data set forth in the study, the City Planning Commission, on June 18, 1958 (CP-14064), made a finding, pursuant to Section 72-m of the General Municipal Law, that the West Side Urban Renewal Area was a "deteriorating" area. This designation was necessary to establish eligibility of the area for a Federal Survey and Planning Advance and Capital Grant Reservation.

By resolution adopted on June 26, 1958, Cal. No. 360a and amended on January 22, 1959, Cal. No. 378, the Board of Estimate designated the Urban Renewal Board which had been appointed by the Mayor on May 9, 1958 as the appropriate agency to carry out all activities connected with the West Side Urban Renewal Project. On May 1, 1960, the Housing and Redevelopment Board superseded the Urban Renewal Board and took over its functions.

An application for a Federal Survey and Planning Advance and Capital Grant Reservation, made by the New York City Urban Renewal Board on September 9, 1958, was approved by the United States Housing and Home Finance Agency and the offer of Advance was accepted by the Board of Estimate on December 18, 1958, Cal. No. 415.

The Preliminary Plan, which was to be a guide for the preparation of the detailed Final Urban Renewal Plan, now under consideration, was approved pursuant to the provision of Section 72-m of the General Municipal Law after public hearing by the City Planning Commission on July 15, 1959 (CP-14926), and by the Board of Estimate on October 22, 1959, Cal. No. 10.

In approving the Preliminary Plan, the City Planning Commission recommended that there be an increase in the proportion of low rent and middle-income housing over that projected in the Preliminary Plan; and the Board of Estimate recommended:

1. That the Urban Renewal Board make the necessary study of the income levels of 100 per cent of the people now residing in the redevelopment and rehabilitation areas, or as near that percentage as possible, and based on these findings, provide an increased number of middle-income and low-rent units within the project area more in line with the needs of the people in these categories and advise the Board of Estimate, two months before submitting a final plan, as to the location and quantity of required middle-income and low-rent units to be provided to house all the people in these categories.

2. That the minimum goals for low-rent shall be 1,000 units and the minimum goals for middle-income shall be 4,200 units.

3. That the project be developed at densities which will maintain, in general, the present overall population density.

4. That the construction of new buildings and the rehabilitation of existing buildings be so planned that, after a minimum initial dislocation of families, new buildings will be erected before dislocating further families; and those in the area next scheduled for demolition or rehabilitation will be given the opportunity to move into the newly-completed buildings.

5. That people be permitted to study the relocation plan and site priority

E-90

machinery and have the opportunity to make recommendations to the Urban Renewal Board before the final plan is formally submitted to the Board of Estimate for adoption.

6. That a system of priorities be worked out for existing businesses, and the Urban Renewal Board explore techniques to provide commercial space at reasonable rentals.

7. That a specialized staff for the relocation of business be set up in the relocation bureau and that this bureau consult, from time to time, with an advisory group from the business people.

8. That means, whereby small businessmen can cooperatively act as sponsors of redevelopment areas, be devised to permit retail merchants to re-establish themselves in the community.

9. That provisions be made for temporary quarters during the relocation period for those in business who are to be relocated in the area.

10. That the Urban Renewal Board explore with the local business community and with legislative representatives at State and Federal levels the problems involved in displacement and relocation of retail business, and will include in the final plan recommendations for priority and assistance to them.

In subseqeuent actions and in the Final Plan, the Housing and Redevelopment Board complies with the recommendations of the Board of Estimate and the City Planning Commission.

In addition to the actions necessary in connection with legal requirements, certain additional actions have been taken. These involve effectuation of certain elements of the Plan, which were deemed advisable to be advanced prior to the initiation of the overall plan. The Final Plan, as now presented, incorporates these proposals as an integral part of the overall renewal plan for the area. They are:

1. On March 10, 1960, Cal. No. 172, the Board of Estimate approved a contract with the United States Housing and Home Finance Agency for a Rehabilitation Demonstration Pilot Project within the West Side Urban Renewal Area in order to establish more refined standards and to explore feasible methods of rehabilitation.

The Pilot Rehabilitation Project comprised 81 buildings on both sides of West 93d and West 94th Streets, between Central Park West and Columbus Avenue. The Final Plan for the Pilot Project was approved by the City Planning Commission (CP-15488) on April 6, 1960 and the Board of Estimate on May 12, 1960, Cal. No. 6.

2. A State-aided Public Housing Project (Stephen Wise Houses) on a parcel of approximately 160,000 square feet in area within the interior of the block bounded by West 91st Street, Columbus Avenue, West 90th Street, and Amsterdam Avenue approved by the City Planning Commission on February 4, 1959 (CP-14585) and the Board of Estimate on February 13, 1959, Cal. No. 195;

3. A new Public School 84 on a parcel of approximately 82,000 square feet in area within the interior of the block bounded by West 92d Street, Central Park West, West 91st Street and Columbus Avenue, approved by the City Planning Commission on April 1, 1959 (CP-14689) and the Board of Estimate on April 9, 1959, Cal. No. 98;

4. A site for a Federally-aided Public Housing Project within the Pilot Rehabilitation Project consisting of four buildings on the southerly side of West 94th Street, numbers 48-54, to be reconstructed and converted to standard apartments, approved by the City Planning Commission on May 4, 1960 (CP-15552) and by the Board of Estimate on May 12, 1960, Cal. No. 123;

5. A Federally-aided Public Housing Project to be erected on three sites, all designated as "redevelopment" parcels in the Final Plan at: (a) the southerly side of West 94th Street between Amsterdam Avenue and Columbus Avenue; (b) the easterly blockfront of Columbus Avenue between West 91st and West 92d Streets; and (c) the easterly blockfront of Amsterdam Avenue between West 88th and West 89th Streets, approved by City Planning Commission on February 15, 1961 (CP-16114) and by the Board of Estimate on March 9, 1961, Cal. No. 99;

6. On July 19, 1961 (CP-16704), the City Planning Commission designated as a "Neighborhood Improvement District" a large area in the upper West Side of Manhattan, including the West Side Urban Renewal Project Area, and known as the "West Side Services Area" wherein the City would provide a concentration of social, planning, health, safety and other services along with vigorous code enforcement and assistance in relocation from seriously over-crowded unsafe and/or unsanitary dwellings.

E-91

THE URBAN RENEWAL PLAN

A. General Description

The Final West Side Urban Renewal Plan involves a 20-block area which is presently occupied by predominantly residential uses ranging from excellent, well-maintained elevator apartment buildings to badly deteriorated and obsolete old law tenements. A substantial number of the brownstones in the area, while structurally sound, have been converted to single room occupancy or are otherwise seriously overcrowded and blighted, resulting in severe health, social and safety problems. The predominant commercial uses in the area are ground floor retail shopping stores along Columbus and Amsterdam Avenues. There are a few parking garages and other commercial uses in non-residential buildings. Several religious and other semi-public institutions including neighborhood organizations and nursing homes occupy sound structures. There are two public and several private schools. The area is characterized by an extreme shortage of open spaces and local playgrounds and most of the buildings cover a high per cent of their lots.

The proposed Renewal Plan, encompassing a total area of 115.8 acres, provides for the following:

1. Redevelopment of 46 parcels on 33.6 acres or 29 per cent of the total area. Of these 46 parcels, 39 parcels are to be developed with residential structures containing approximately 7,800 apartments, of which 800 are to be in low-rent public housing; 4,200 in middle-income co-operative and rental units and 2,800 in full taxpaying rental and/or cooperative units. Several of the residential developments will include, in addition to landscaped and play areas and off-street parking facilities, ground floor commercial uses for local retail shopping and services uses. Three parcels are to be used for school and school playgrounds, including new Public School 84, and additional playground areas for Joan of Arc Junior High School and for Public School 166. One parcel is to be used for a free standing commercial structure for local retail shopping and service uses. Three parcels are to be used for expansion of a religious institution and a private school. Six public open plazas are to be developed in combination with several of the residential and commercial redevelopment parcels.

2. Rehabilitation of 481 buildings, mostly 3- and 4-story brownstones, covering approximately 21.5 acres or 18.6 per cent of the total area. About two-thirds of these have been cut up into substandard single room occupancy units and are seriously overcrowded. It is proposed to rehabilitate and convert these buildings to approximately 3,100 standard apartments. The remainder of the buildings in the rehabilitation areas contain standard apartments or are one- or two-family buildings. The treatment of these buildings will include correction of minor structural defects or deficiencies in equipment, upgrading as required to meet project standards in addition to rigorous enforcement of applicable codes and ordinances.

3. Conservation of 68 buildings, including 54 residential buildings with approximately 3,600 apartments, as well as churches and schools and covering an area of 18.8 acres or 16.2 per cent of the total area. These structures are generally sound elevator apartment houses requiring relatively minor treatment to insure compliance with project standards.

4. Streets, which occupy 41.9 acres or 36.2 per cent of the total area, will receive special treatment. West 90th and West 93d Streets will be widened and, along with West 96th Street, will provide for east-west traffic through the area. All other east-west streets will receive special treatment consisting of a narrowing in of the roadway at each end of one block to discourage through traffic and create an attractive residential atmosphere.

Columbus and Amsterdam Avenues will have widened roadways to accommodate greater traffic capacity and increased flow. In addition, Columbus and Amsterdam Avenues will receive special treatment in the form of parking bays and extra building set-backs to provide for safer street parking and development of public sidewalks.

B. Documents Submitted

The following documents were submitted for approval by the Housing and Redevelopment Board:

1. *The West Side Urban Renewal Plan (Final Plan)*, dated October, 1960 and revised to April, 1962, which includes five maps:

   1. Urban Renewal Area and Boundary Map

E-92

2. Land Use Map
3. Redevelopment Areas Land Use Map
4. Building Setback Map
5. Rehabilitation Areas Map

II. Copies of other related documents comprising the Project Report and including the following ten maps:

6. Existing Land Uses, revised to April, 1962
7. Street Improvements, revised to April, 1962
8. Street Details and Typical Cross Sections, dated October, 1960
9. Sewer System, revised to April, 1962
10. Water System, revised to April, 1962
11. Proposed Land Use, revised to November, 1961
12. Community Facilities, revised to November, 1961
13. Urban Renewal and Project Areas, revised to November, 1961
14. Existing Zoning, dated October, 1960
15. Proposed Zoning, revised to November, 1961.

C. Elements of the Urban Renewal Plan

I. Redevelopment Treatment

(a) Types of Housing

The Final Plan proposes that Redevelopment Parcels 15, 25, 29 and 38 shall be used for public housing; Parcels 1, 2, 3, 6, 7, 8, 11, 14, 16, 17, 20, 21, 22, 24, 28, 30, 31, 32, 35, 40 and 43 shall be used for tax-abated housing at moderate rentals or carrying charges; Parcels 4, 5, 9, 10, 12, 13, 18, 23, 27, 36, 37, 41, 44 and 46 shall be used for fully tax-paying housing.

The tax-abated housing would be provided under the several sections of the Private Housing Finance Companies Law of the State of New York.

(b) Proposed Uses

The redevelopment parcels are to be developed as follows:

1. Residential uses comprising multi-family structures together with accessory facilities such as landscaped open areas, recreational areas and off-street parking spaces. Community facility uses such as community centers and medical offices will be permitted. The 12 parcels in this group are 3, 6, 8, 14, 15, 18, 22, 23, 27, 29, 37 and 38.

2. Residential use as indicated above combined with C1 commercial uses consisting of local retail shopping facilities as defined in the New York City Zoning Resolution. The 16 parcels in this group are Parcels 4, 5, 9, 10, 12, 13, 16, 17, 30, 31, 32, 35, 36, 40, 41 and 43.

3. Residential uses combined with C2 commercial uses which would include all the uses permitted in the C1 district plus local retail service facilities, as defined by the New York City Zoning Resolution. The two parcels in this group are Parcels 7 and 28.

4. Residential uses combined with general office and banking uses with office uses confined to law, architecture, loan, travel agency, real estate, investment, or insurance offices. The six parcels in this group are Parcels 20, 21, 24, 25, 44 and 46.

5. Residential uses combined with C2 commercial and general office and banking uses. The three parcels in this group are Parcels 1 and 2 (combined) and 11.

6. C1 commercial and general office and banking uses on Parcel 45.

7. Public uses for a new school on Parcel 26 (Public School 84) and playground additions on Parcel 19 (Joan of Arc Junior High School) and Parcel 39 (Public School 166).

8. Semi-public uses on Parcels 33 and 34 (religious institutions) and Parcel 42 (private school facilities).

9. Public open plazas shall be provided within the six following parcels: Parcels 4, 11, 13, 35, 41 and 43. These plazas are to be maintained by the sponsor and developer of the parcels indicated.

E-93

(c) Regulations and Controls

The Final Plan provides for the following controls:

1. Residential Parcels

For each of the 39 parcels which will contain a residential multi-family structure, the Final Plan provides specific controls over maximum residential density by stating the maximum allowable number of rooms and dwelling units; building bulk by limiting the total allowable square feet of floor area; open space by requiring a minimum area of square feet; and off-street parking by requiring a minimum number of spaces as a per cent of the number of dwelling units. Under these controls the project meets the floor area ratio, density, and parking requirements of the New York City Zoning Resolution.

2. Commercial Portions

All commercial uses (C1, C2, and general office and banking) shall not be located more than 150 feet from any front lot line on Columbus or Amsterdam Avenues, except as follows:

Parcels 4, 13, 17 and 43 not more than 200 feet and Parcel 35 not more than 275 feet.

In no case shall the gross floor area per establishment in C1 and C2 uses be more than 10,000 square feet and in general office and banking uses more than 2,500 square feet. No commercial uses shall be permitted above the first story of any building except in certain special conditions to be determined by the Housing and Redevelopment Board.

3. Plazas

The area of each plaza shall be as follows:

Parcel 4—12,000 square feet
Parcel 11—18,000 square feet
Parcel 13—20,000 square feet
Parcel 35—16,000 square feet
Parcel 41—22,000 square feet
Parcel 43—20,000 square feet

There shall be pedestrian access to all plazas from each adjacent street, and no plaza shall be more than two feet higher or lower than the adjoining curb.

4. Off-Street Parking

All off-street parking spaces shall be enclosed and may be located beneath or above ground level. Each parking space shall be at least 200 square feet in area and have proper access.

5. Off-Street Loading

One off-street loading berth shall be provided for each retail or commercial use which exceeds 8,000 square feet of floor area.

6. Sign Regulations

Various restrictions on size, location and brightness of signs are imposed to reduce any annoying or blighting effect.

II. Rehabilitation Treatment

(a) General Description

There are 481 buildings in the proposed rehabilitation portions of the Urban Renewal Area. Most of these, 462, are brownstone-type structures and the balance are either remodeled or elevator buildings. Most of the buildings are used for residential purposes and there are 270 single-room occupancy buildings. Private schools, small churches, religious institutions, hospitals and nursing homes comprise the non-residential uses.

The rehabilitaton program is directed toward two objectives, as stated in the City Planning Commission's report dated April 6, 1960 (CP-15488) on the Pilot Rehabilitation Project. These objectives are (1) "elimination of extreme conditions of overcrowding, particularly in rooming houses where families and children occupy single rooms"; and (2) "renovation of dwelling structures and improvement of the surrounding neighborhood to create good housing and a pleasing environment for family living." Several of the buildings in the Pilot Rehabilitation Project were acquired by the City to demonstrate various types of feasible rehabilitation. These models will be used as standards for all the rehabilitation sections in the Urban Renewal Area.

E-94

The precise number of buildings to be rehabilitated as well as the types of rehabilitation for each building have not been finally determined and will vary. The rehabilitation is proposed to be accomplished on a continuing program basis. In general, an estimated average of six dwelling units for each brownstone is proposed with possible conversions of some one- or two-family buildings into Class A multiple dwellings. When the rehabilitation program is completed approximately 3,100 rehabilitated dwellings units may be expected.

Approximately 200 low-rent public housing units are proposed for the rehabilitated buildings. The privately-rehabilitated buildings will be eligible for Section 220 FHA insurance and other special mortgage assistance as may become available. Owners of brownstone buildings in the rehabilitation areas, especially Class "B" rooming houses, will be encouraged to utilize this resource. The buildings must be rehabilitated in accordance with the standards set forth in the Urban Renewal Plan as hereinafter set forth. In addition, there will be a vigorous enforcement of applicable existing laws, codes, ordinances and regulations of The City of New York to have all projects within the rehabilitation areas meet the minimum standards during the execution of the plan.

Where the owner of a building in a rehabilitation area fails to rehabilitate, in a reasonable time and in accordance with the controls of the Plan, the City reserves the right to acquire property in such areas to assure the elimination of substandard conditions.

(b) Regulations, Controls and Standards

1. Lot Coverage

There will be virtually no change in the ground coverage of the buildings in the rehabilitation areas. The average lot coverage of the brownstone is 60 per cent.

2. Population Density

Based upon the assumption of total number of dwelling units expected in the rehabilitation areas, there will be a density of approximately 150 to 160 dwelling units per net residential acre.

3. Standards and Controls

The standards and controls for rehabilitated buildings are geared to rehabilitating structures as decent, safe, livable and attractive family units on long term basis with an estimated mortgage life of 25 years. The standards and controls of the Urban Renewal Plan are to supplement those of the applicable codes and ordinances such as the Building Code of the Administrative Code of New York City; the Multiple Dwelling Code of the Administrative Code of New York City, the Multiple Dwelling Law of New York State and the Zoning Resolution of New York City.

4. In addition to the controls noted above, supplemental provisions are included in the Plan for improved standards with respect to certain details.

III. Conservation Treatment

The Urban Renewal Plan provides for conservation of existing sound structures in the Urban Renewal Area under project standards, for elimination of adjacent blighting influences and for enforcement of codes and ordinances to maintain high standards.

IV. Street System

Special treatment within the existing mapped street lines are proposed to provide for better traffic flow and wider attractive sidewalks on Columbus and Amsterdam Avenues, and to redesign minor residential streets to discourage through traffic and create an attractive residential atmosphere.

Columbus Avenue, between West 97th and West 87th Streets, is to be provided with 10 foot parking bays on both sides of the street. New setback lines will provide for adequate sized side-walks and land-scaped areas. The redevelopment portions of Amsterdam Avenue are proposed to receive the same treatment. The roadways of West 90th and West 93d Streets are proposed to be widened from 30 to 38 feet, thus providing for greater capacity to handle an increased flow of through traffic. All the other streets between Central Park West and Amsterdam Avenue will have two short narrowings 17 feet wide, with specially treated roadway and sidewalks, on each end of each block to discourage through traffic.

E-95

D. Relocation

In order to provide for a humane and orderly relocation process and to minimize neighborhood disruption, the Housing and Redevelopment Board and the Bureau of Relocation of the Department of Real Estate have developed a detailed relocation program. This program is based upon a detailed study of families and business establishments to be relocated, relocation resources available, and relocation techniques and operations. The principal features of the relocation program are as follows:

Relocation is to be spread over a period of years in accordance with the staged program of development as above described. Relocation in Stage I will take place over a period of 2½ years and in Stages II and III, a period of 1½ years each. These relocation stages relate to redevelopment areas. Relocation from rehabilitation areas may extend over the entire period of the project, 7½ years.

Relocation from Stage I involves 3,326 households, 2,707 from redevelopment areas and 619 from rehabilitation areas; Stage II, 1,426 households—770 from redevelopment and 656 from rehabilitation areas; Stage III, 1,592 households—827 from redevelopment and 765 from rehabilitation areas. A total of 6,344 households will be relocated from all three stages. Special provision is to be made for the low-rent families now living on the site as has been previously noted. All of the low-rent housing planned for all three stages has already been initiated and will be available during the early portions of Stage I. Low-income families will receive priority in this housing, as well as in other nearby public housing. Such families will also have an opportunity to relocate in public housing throughout the City.

Public housing on the site will provide 1,000 apartments—796 in new construction and 204 in rehabilitated buildings. Additional new low-rent housing in the immediate vicinity will provide 607 units. This includes 130 in Douglass Houses Addition, 156 at Amsterdam Avenue and West 160th Street, 210 in the Public School 93 site at West 92d Street and Amsterdam Avenue and 111 in two Housing Authority rehabilitated projects at West 112th Street and West 117th Street. It is estimated that the normal turnover in existing public housing projects in nearby areas will make available an additional 572 low rent units.

Provision is to be made to make available 650 "skewed rent" units in the new middle-income housing to be erected in the Renewal Area at rentals comparable to those in low-rent public housing—approximately $18 per room per month.

Special provision is to be made with respect to relocation of small business establishments. These will have priority for relocation in the new construction. Pending completion of such new construction, temporary quarters will be made available to them.

The proposed relocation program provides for relocation by private agencies under the close supervision of the Bureau of Relocation in the Department of Real Estate. The relocation agent must pre-qualify under specific standards established by the Bureau of Relocation. The contracts between the relocation agent and the project sponsors must be approved by the City. Provision is made for forfeiture of the relocation contract should the agent fail to fulfill his responsibilities. On-site relocation offices will be under the supervision of personnel from the Bureau of Relocation. Such personnel will check all operations, will pre-inspect and post-inspect all units to which relocatees are to be moved to assure that standard apartments of adequate size will be provided at rentals which the relocatee can afford to pay.

On-site relocation offices are to be kept open evenings and weekends to accommodate all working people unable to come during regular business hours.

City-employed social workers are to be available full time at on site relocation offices to assist in meeting the needs of the families who will require special social services.

A representative Citizens' Advisory Relocation Board is to be appointed to generally review relocation practices and make recommendations to the Bureau of Relocation where advisable.

The Housing and Redevelopment Board and the Bureau of Relocation have given assurance that changes in relocation practices will be made where the need is indicated and that the proposed method of relocation by private agencies under the supervision of City personnel would be changed to direct relocation by the City should the supervised method result in inhumane or otherwise unsatisfactory relocation.

E-96

PUBLIC HEARING

On May 2, 1962, Cal. No. 80 the City Planning Commission fixed May 17, 1962, as the date for a public hearing on the Final Urban Renewal Plan for the West Side. The hearing was duly held on May 17, 1962, Cal. No. 2.

The speakers included City, State and Federal legislators representing the area, representatives of City-wide and neighborhood community organizations, religious institutions, political clubs, professional societies, local tenant groups and individual residents of the area. All of these speakers and the organizations they represented are listed on the official hearing minutes.

There was practically unanimous approval of the overall concept of the Plan, but there was considerable objection to certain elements of the Plan and recommendations for changes with respect to these elements.

City-wide civic organizations, certain local community groups and certain residents of the area praised the Plan enthusiastically. Other local community groups and residents of the area, as well as local legislative representatives, expressed strong criticism of particular elements of the Plan and urged modification with respect to such elements.

Particular objection was made with respect to the number of low-rent public housing apartments to be provided. The Plan proposes 1099 units in public housing and an additional 630 units to be made available in the new middle income housing at rentals comparable to those in new public housing. The recommendations for additional low rent units varied from 2,000 units to 4,000 units, with 2,500 being most frequently recommended.

There was considerable objection to the proposal to carry out relocation by private relocation companies, under supervision of the Department of Real Estate. The objectors stated that private relocation agencies could not be relied upon to conduct an orderly, humane relocation program into standard, decent and safe housing. It was urged that all relocation be centralized and carried out by City agencies with assurances of proper practices being pursued.

Spokesmen for the small businesses in the area requested assurances that the City would adequately finance transfers to temporary quarters under the staggered method, that there would be payments for "Good-will" for businesses unable to relocate and that commercial facilities in new construction be at a reasonable rental.

Statements were made that a greater percentage of true middle income housing was needed for the $6,000-12,000 per year families throughout the City. It was contended that practically all of the conservation areas contained luxury units and that the West Park Title I project, immediately north of the West Side Urban Renewal Area also was luxury, high-rent housing, resulting in excessive amounts of such housing in this section of the City.

There was objection to the use of any Title I funds for high rent housing and it was recommended that low or medium rent housing be substituted for all of the proposed high rent housing.

Some speakers contended that most of the structures on Columbus Avenue are not deteriorated and provided standard low cost apartments for many families.

Spokesmen for Puerto Rican groups claimed that the Plan would drive the minority groups who reside in the redevelopment and rehabilitation parcels out of the neighborhood and replace their homes with luxury and middle income housing, which these groups cannot afford.

In addition to the criticisms directed at the ratio of low and middle-income housing provided for in the Plan, a recommendation was made to provide for a greater percentage of family-size apartments with 3 and 4 bedrooms.

A criticism was directed at the manner in which the proposed project was presented to the residents of the area. It was alleged that no contact was made to explain or discuss the Plan with many of the people in the neighborhood and that, when suggestions and criticisms were offered, they were ignored by the City agencies.

Most of those who objected to specific elements of the Plan, as noted above, requested that approval of the Final Plan be postponed until these matters could be satisfactorily resolved. They contended that the ensuing delay would be inconsequential in view of the alleged seriousness of these matters.

Those in favor of the plan lauded the pioneering effort in initiating a new phase of urban renewal in New York City by combining conservation, rehabilitation and redevelopment techniques and providing for low-rent, middle income and fully-taxpaying housing in a coordinated plan for a neighborhood. It was stated that the proposed distribution of apartments at various rental levels would be conducive to the establishment of an economically and ethnically balanced community.

E-97

The relocation program, now under supervision of the Department of Real Estate, was described as fulfilling a need not previously met in earlier urban renewal projects. The relocation program was commended for the special consideration given to small business, the proposed staged development, the prior construction of public low-income housing to provide on-site relocation opportunities, and the provision of social service to relocatees.

Immediate approval was recommended because of the many delays already encountered in executing the Plan. It was claimed that any minor differences regarding apartment distribution or centralized relocation practices could be worked out satisfactorily after the Plan was approved since these objections were not directed toward altering the basic elements of the Plan.

The "Skewed" rental program, whereby 15 per cent of the middle-income apartments would be allocated to low-income families at $18 per room, per month was commended as the first dramatic step in providing for true integration within a building, as well as within a block or neighborhood. The Housing and Redevelopment Board was urged to take advantage of new State legislation, if passed, which would permit 20 per cent of the middle-income government assisted housing to be made available at rentals comparable to those in low-rent public housing.

Speakers in favor of the project commented favorably on the efforts of the Housing and Redevelopment Board in keeping the community informed and on its encouragement of community participation in the development of the Plan. It was stated that changes in the Plan since its original inception and since the approval of the Preliminary Plan have resulted in substantial improvement.

The Commission has also received many letters and telegrams in regard to the Plan, in the main urging its prompt approval.

CONSIDERATION AND ANALYSIS

The Commission has given careful consideration to the Final Plan for the West Side Urban Renewal Project and to the views expressed at the public hearing. In our opinion the Final Plan meets or surpasses the objectives and criteria set forth by the Commission in its original designation of the West Side Area for renewal, and will bring into being a significant new dimension in the City's urban renewal program. It is the first large-scale effort to renew an entire neighborhood, utilizing in a coordinated fashion the many tools and techniques of housing and renewal made available over the years.

The neighborhood involved has many inherent advantages. It is located between two large parks—Central Park and Riverside Park. It is exceptionally well served by transportation facilities—the IND Line on Central Park West, the IRT Line on Broadway and several bus lines. It is close to the City's chief employment, educational and cultural centers.

The proposed Plan is aimed at realizing the exceptional potential of this area to provide a highly desirable residential neighborhood for a broad cross-section of our population.

The Plan provides for redevelopment, rehabilitation and conservation as part of an appropriate neighborhood plan. It proposes to utilize Federal write-down assistance under Title I of the Housing Act of 1949, as amended; Federal and State aid for low-rent public housing; FHA mortgage insurance for both new construction and rehabilitation; and City and State mortgage funds as well as tax abatement under the New York State Limited Profit Housing Companies Law.

It provides for necessary community facilities and amenities including a new school, new playgrounds, public plazas, and a unique street treatment that will encourage the use of most residential cross streets essentially as pedestrian malls. It pioneers in rehabilitation techniques.

It encourages active and continuing community participation, including the sponsorship of new middle-income housing by community and neighborhood groups. It provides, for the first time, a large number of redevelopment parcels, each to be separately sponsored, and deliberately stimulates imaginative and varied architectural design. It makes by far the most flexible and imaginative use of available aids to assist local merchants and business men, including the provision of temporary relocation facilities within the project area for those who intend to move into the new commercial space developed as part of the project.

E-98

The most significant feature of this Plan, however, is its broad social objectives. This is not only a plan to provide housing and reverse the trend of neighborhood deterioration, but to establish a new kind of urban environment in a strategic and congested section of the City, offering pleasant and varied living conditions for a broad cross-section of the population. Its vision is of an entire neighborhood truly integrated on a stable basis, not simply caught at the point where there is apparent integration while one group is moving in and another out.

These features were widely recognized at the public hearing, and there was a rare degree of unanimity in the support given to the plan as a whole, to the need for it, to its objectives, and to its principles.

The most widespread criticism was directed to the proportions of public housing, middle-income housing and fully tax paying housing provided. A number of speakers, particularly representatives of Puerto Rican groups and organizations, strongly urged that the amount of public and middle-income housing—especially public housing—be substantially increased, and that fully tax paying housing be reduced or eliminated entirely.

The sentiment was expressed by some of these speakers that the Plan was conceived for the purpose of removing Puerto Ricans from the area.

We emphatically reject this contention. However, the fact that it was raised is understandable. As the latest ethnic group to migrate to the City, Puerto Ricans have been subjected to bias, discrimination and housing exploitation. Under the circumstances and even though they have demonstrated a very high degree of voluntary turnover in this area, it is not surprising that they tend to view any change imposed by others as hostile and a threat to their security.

Nevertheless, we do not believe that it would be desirable generally, or even beneficial to the valid aspiration of the Puerto Rican community, to provide an excess concentration of low-rent public housing in the West Side urban renewal area. While, as the latest migrant group, a disproportionate number of Puerto Ricans are in the low-income category, this is not a permanent condition. Indeed, as an official representative of the Commonwealth recently pointed out, Puerto Ricans are assimilating at a more rapid pace than any other migrant group in the past. A key to true integration and realization of the "Open City" is to lower the barriers which tend to frustrate the social and economic mobility of those whom by reason of language, custom, accent, or skin pigmentation—we classify as "minority" groups. The danger of permanently embedding a low-income and minority ghetto in the area by a saturation of public low-rent housing was explicitly recognized by the spokesman for the N.A.A.C.P. We are inclined to agree.

There is no method by which we can predict the exact proportions in which to allocate the number of dwelling units at each rental level in order to achieve the broad objective of the Urban Renewal Plan. It is, however, our judgment as well as that of the several City-wide civic organizations who appeared at the hearing, that the proportion submitted by the Housing and Redevelopment Board is satisfactory and will achieve the desired goals.

The second major criticism of the Plan was directed toward the relocation procedures, with the demand made that the City undertake direct operation of relocation, not simply assume supervisory responsibility.

In our original report on the West Side Urban Renewal Study, a similar recommendation was made. Since then, however, there has been a vast change in relocation policies, procedures, and administration. The relocation plan for the project is the most comprehensive, thoughtful and reasonable plan yet advanced. The Housing and Redevelopment Board and the Department of Real Estate's Relocation Bureau, the agencies charged with effectuating this plan, both state that it can be most effectively implemented by private relocation firms closely supervised by City personnel.

It is planned to establish a Citizens' Relocation Advisory Board and the Housing and Redevelopment Board has stated that, if the proposed system does not result in a humane and satisfactory operation, it will be altered. Under the circumstances, we do not believe it is now necessary for the City to carry out relocation directly.

The matter of relocation of commercial tenants in the proposed renewal area was also brought up at the hearing. Temporary relocation facilities are to be made available for commercial enterprises who wish to relocate in the new commercial facilities to be developed. Representatives of the businessmen involved requested reimbursement for expense incurred in moving to temporary quarters and that the City assume the cost of required alterations in the temporary quarters. The Commission is cognizant of the problems of these businessmen and recommends that the Board of Estimate give sympathetic consideration to this matter.

E-99

In connection with their criticism of specific aspects of the Plan, several speakers at the hearing requested that the project be delayed until the changes they recommended could be incorporated. They contended that such changes would involve only minor delays and would have no adverse effect. We cannot agree with either contention. The preparation of the changes in Plan, legal requirements and procedures for review generally involve considerable periods of time. Securing Federal or State approval for additional low-rent public housing units also requires time. Furthermore, this first attempt at a new approach to urban renewal has necessarily involved an extended length of time. Preliminary study of the area, clarification of legal procedures, study of community needs and cooperative planning with local groups—all these required time. Even a small further delay would be undesirable. One of the most trying effects of a renewal plan such as this on residents of the area involved is the uncertainties with which they must live during the period of planning. This period of uncertainty has already been too long prolonged and further delay is unwarranted.

Any possible advantages that might result from further modifications at this time would be more than offset by the disadvantages of not moving forward with the Plan quickly and expeditiously.

The West Side Urban Renewal Plan pioneers a new approach to urban renewal. The great need is now translate this approach from planning to reality.

FINDINGS AND APPROVAL

In its designation of the West Side Urban Renewal Area as a deteriorating area (CP-14064—June 18, 1958), the Commission recommended that the renewal program be directed toward the following general standards:

(a) Rehabilitation, wherever practicable, of buildings which have deteriorated, to bring them up to acceptable standards, or elimination of such buildings, where rehabilitation is impracticable.

(b) Establishment of public walks and small open areas to provide playgrounds for small children and sitting areas for older persons, as well as to provide more adequate sunlight and air for dwelling accommodations.

(c) Reduction of room overcrowding which is characteristic of a substantial portion of the housing in the area, particularly the brownstone rooming houses and single-room occupancy tenements.

(d) Provision of varying types of housing accommodations, at varying rentals, to encourage development of an economically, culturally and ethnically balanced community.

(e) Reduction of population turnover, to permit continuity of [illegible]

(f) Establishment of an attractive over-all neighborhood by means of appropriate architectural design and harmonious relationship between buildings and open spaces.

(g) Improvement of real estate tax base of the area.

(h) Encouragement of maximum private investment on the broadest possible basis in the renewal of the Area.

(i) Encouragement of full local community participation in the renewal action.

The City Planning Commission hereby certifies that the West Side Urban Renewal Area Final Plan, dated November, 1960 and revised to April, 1962, submitted by the Housing and Redevelopment Board, conforms to the general standards set forth in the Commission's report of June 18, 1958 (CP-14064), established pursuant to subdivision 3 of Section 72-m of the General Municipal Law and to the Master Plan.

The City Planning Commission hereby certifies, pursuant to Section 72-m of the General Municipal Law of the State of New York, its unqualified approval of the Final Urban Renewal Plan of the West Side Urban Renewal Area, dated October, 1960, revised to April, 1962.

JAMES FELT, Chairman; FRANCIS J. BLOUSTEIN, Vice-Chairman; HARMON H. GOLDSTONE, ELINOR C. GUGGENHEIMER, LAWRENCE M. ORTON, MICHAEL A. PROVENZANO, JAMES G. SWEENEY, Commissioners.

E-109

PLAINTIFF'S EXHIBIT 9 - BOARD OF ESTIMATE APPROVAL OF URBAN RENEWAL PLAN (CITY EXHIBIT D)

BOARD OF ESTIMATE

CITY OF NEW YORK

(Cal. No. 5-A)

Resolution of Board of Estimate of The City of New York Approving the Urban Renewal Plan and the Feasibility of Relocation for Project No. N.Y. R-43.

Whereas, Under the provisions of Title I of the Housing Act of 1949 as amended, the Housing and Home Finance Administrator is authorized to provide financial assistance to local public agencies for undertaking and carrying out urban renewal projects; and

Whereas, It is provided in such act that contracts for financial aid thereunder shall require that the urban renewal plan for the respective project area be approved by the governing body of the locality in which a project is situated and that such approval include findings by the governing body that: (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the urban renewal plan; (2) the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the urban renewal area by a private enterprise; (3) the urban renewal plan conforms to a general plan on the development of the locality as a whole; and (4) the urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the Plan; and

Whereas, The City of New York (herein called the "Local Public Agency") has entered into a planning contract for financial assistance under such act with the United States of America, acting by and through the Housing and Home Finance Administrator, pursuant to which Federal funds are provided for the urban renewal project (herein called the "Project") identified as "West Side" and encompassing the area bounded by the southerly line of West 97th Street, the easterly line of Central Park West, the southerly line of West 87th Street, and the westerly line of Amsterdam Avenue, in the Borough of Manhattan, City of New York, State of New York (herein called the "Locality"; and

Whereas, The Local Public Agency has applied for additional financial assistance under such act, and proposes to enter into an additional contract or contracts with the Housing and Home Finance Agency for the undertaking of, and for making available additional financial assistance for the Project; and

Whereas, The Local Public Agency has made detailed studies of the location, physical conditions of structures, land use, environmental influences, and the social, cultural and economic conditions of the Project area and has determined that the area is a deteriorating area and that it is detrimental and a menace to the safety, health and welfare of the inhabitants of the area and users thereof and of the Locality at large, because of predominantly deteriorating residential buildings with a large percentage of ground floor commercial uses; most of the residential buildings along the avenues are over 60 years old, generally covering 80 per cent of their lots; a substantial number of brownstone buildings in the area have been converted to single room occupancy as rooming houses; there is excessive population density in existing buildings; there are mixed uses and incompatible conversions of buildings; and the existing streets are congested because of the absence of off-street loading and parking space and the members of this Governing Body have been fully apprised as the Local Public Agency and are fully aware of these facts and conditions; and

Whereas, There has been prepared and referred to the Board of Estimate of the Locality (herein called "Governing Body") for review and approval a Final Plan also identified as an Urban Renewal Plan for the Project area dated November 1960, revised to April 1962, and consisting of 28 pages, four exhibits (A, B, C and D) and five maps, supported by the land acquisition plan, land disposition plan and cost estimates and other documentation incorporated in the Final Project Report, dated November 1960, revised to April 1962 and a comprehensive relocation plan which material, data, and recommendations are not a part of said Urban Renewal Plan; and

Whereas, A general plan has been prepared and is recognized and used as a guide for the general development and Locality as a whole; and

Whereas, The City Planning Commission, which is the duly designated and acting planning body for the Locality, has submitted to the Governing Body its report and recommendation respecting said Urban Renewal Plan for the Project area, and has certified that said Urban Renewal Plan conforms to the said general plan for the Locality as a whole, and the Governing Body has duly considered said report, recommendation and certification of the planning body; and

Whereas, Said Urban Renewal Plan for the Project area prescribes certain land uses for the Project area and will require, among other things, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities, and other public action; and

Whereas, The Local Public Agency has prepared a plan for the relocation of families that may be displaced as a result of carrying out the Project in accordance with said Urban Renewal Plan and has submitted to the Governing Body a Relocation Plan for the Project, identified as "Comprehensive Relocation Plan"; and

Whereas, There has also been presented to the Governing Body information and data respecting the Relocation Plan which has been prepared by the Local Public Agency as a result of studies, surveys and inspections in the Project area and the assembling and analysis of the data and information obtained from such studies, surveys and inspections; and

Whereas, The members of this Governing Body have general knowledge of the conditions prevailing in the Project area and of the availability of proper housing in the locality for the relocation of families that may be displaced from the Project area and, in the light of such knowledge of local housing conditions, have carefully considered and reviewed such Relocation Plan; and

Whereas, It is necessary that the Governing Body take appropriate official action respecting the Relocation Plan and said Urban Renewal Plan for the Project in

E-101

BOARD OF ESTIMATE
CITY OF NEW YORK

(Cal. No. 5-A)—Page 2

conformity with the contract or contracts for financial assistance between the Local Public Agency and the United States of America acting by the Housing and Home Finance Administrator; and

Whereas, The Board of Estimate on the 12th day of May, [illegible] (Cal. No. 6) approved the Final Plan (Urban Renewal Plan) dated February 1960 for Pilot Project N. Y. D-5, prepared pursuant to a contract with the United States of America, acting by and through the Housing and Home Finance Administrator, dated 8th day of April, 1960; now, therefore, be it

Resolved, By the Board of Estimate of The City of New York, as follows:

1. That it is hereby found and determined that the Project is a deteriorating area and qualified as an eligible Project area under Section 72-m of the General Municipal Law;

2. That said Final Plan and Urban Renewal Plan for the Project aforementioned, having been duly reviewed and considered, is hereby approved, and the Secretary of the Board of Estimate be and is hereby directed to file said copy of said Urban Renewal Plan with the minutes of this meeting;

3. That it is hereby found and determined that said Urban Renewal Plan for the Project area conforms to said general plan of the Locality;

4. That it is hereby found and determined that the financial aid provided and to be provided pursuant to said contract for federal financial assistance pertaining to the Project is necessary to enable the land in the Project area to be redeveloped in accordance with the Urban Renewal Plan for the Project area;

5. That it is hereby found and determined that the above mentioned Urban Renewal Plan for the Urban Renewal Area will afford maximum opportunity, consistent with the sound needs of the Locality as a whole, for the urban renewal of such areas by private enterprise;

6. That it is hereby found and determined that the Urban Renewal Plan for the Urban Renewal Area gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the Plan;

7. That it is hereby found and determined that the proposals set forth in the Relocation Plan for the proper relocation of the families displaced in carrying out the Project in decent, safe and sanitary dwellings in conformity with acceptable standards are feasible and can be reasonably and timely effected to permit the proper prosecution and completion of the Project; and that such dwellings available or to be made available to such displaced families are at least equal in number to the number of displaced families are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced families in the Project area, are available at rent or prices within the financial means of the displaced families, and are reasonably accessible to their places of employment;

8. That in order to implement and facilitate the effectuation of the Urban Renewal Plan hereby approved, it is found and determined that certain official action must be taken by this Body with reference, among others, to changes in zoning, the establishment of new street patterns, the location and relocation of sewer and water mains and other public facilities and, accordingly, this Body hereby: (a) pledges its cooperation in helping to carry out such Urban Renewal Plan; (b) requests the various officials, departments, boards, and agencies of the Locality having administrative responsibilities in the premises likewise to cooperate to such end to exercise their respective function and powers in a manner consistent with said Urban Renewal Plan; and (c) stands ready to consider and take appropriate action upon proposals and measures designed to effectuate said Urban Renewal Plan;

9. That additional financial assistance under the provisions of Title I of the Housing Act of 1949, as amended, is necessary to enable the land in the Project area to be renewed in accordance with the Urban Renewal Plan for the Project area and accordingly, the filing by the Local Public Agency of an application or applications for such financial assistance under said Title I is hereby approved;

10. That the Final Plan (Urban Renewal Plan) dated February, 1960, for the Pilot Project N. Y. D-5 shall be merged with said Urban Renewal Plan.

A true copy of resolution adopted by the Board of Estimate on JUNE 26, 1962.

Ruth W. Crowley

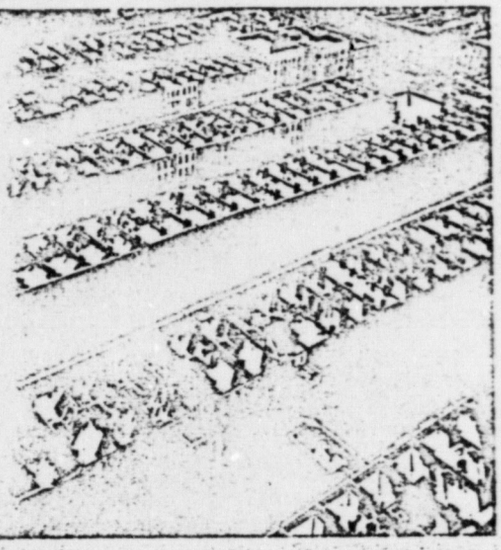
Secretary

E-102

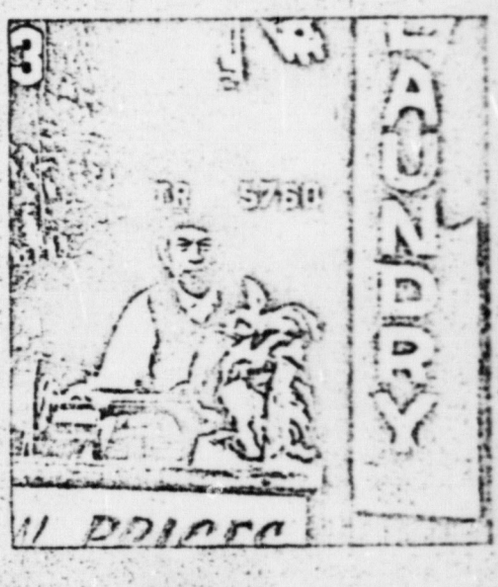
PLAINTIFF'S EXHIBIT 10 - "SUMMARY OF THE FINAL PLAN" - HRB BROCHURE

WEST SIDE

URBAN RENEWAL AREA



A SUMMARY OF THE FINAL PLAN



E-103

E-104

WEST SIDE

URBAN RENEWAL AREA

This booklet summarizes the final plan for the West Side Urban Renewal Project, a pioneer attempt to salvage a neighborhood, not remake it. The booklet was made possible by the Housing and Home Finance Agency, Urban Renewal Administration, with funds advanced in accordance with provisions of a survey and planning contract.

HOUSING AND HOME FINANCE AGENCY OF THE UNITED STATES

Robert C. Weaver, Administrator
Lester Eisner, Jr., Regional Administrator
William L. Slayton, Urban Renewal Administration Commissioner
Charles J. Horan, Regional Director of Urban Renewal

BOARD OF ESTIMATE OF THE CITY OF NEW YORK

Robert F. Wagner, Mayor
Abe Stark, President, Borough of Brooklyn
Paul R. Screvane, President of the Council
Joseph F. Periconi, President, Borough of The Bronx
Abraham D. Beame, Comptroller
John T. Clancy, President, Borough of Queens
Edward R. Dudley, President, Borough of Manhattan
Albert V. Maniscalco, President, Borough of Richmond

HOUSING AND REDEVELOPMENT BOARD

Milton Mollen, Chairman
Earl Brown, Vice-Chairman
Walter S. Fried

NEW YORK CITY PLANNING COMMISSION

James Felt, Chairman
Harmon H. Go...
Mrs. Randolph C. Guggenheimer
Francis J. Bloustein, Vice-Chairman
Lawrence M. Orton
Michael A. Provenzano
James G. Sweeney

From the barred window of a shabby basement on 94th Street, two West Side children look out on a neighborhood which can be saved for them.

Photographs by Jerry Cooke

E-105

A Way to Save A Neighborhood

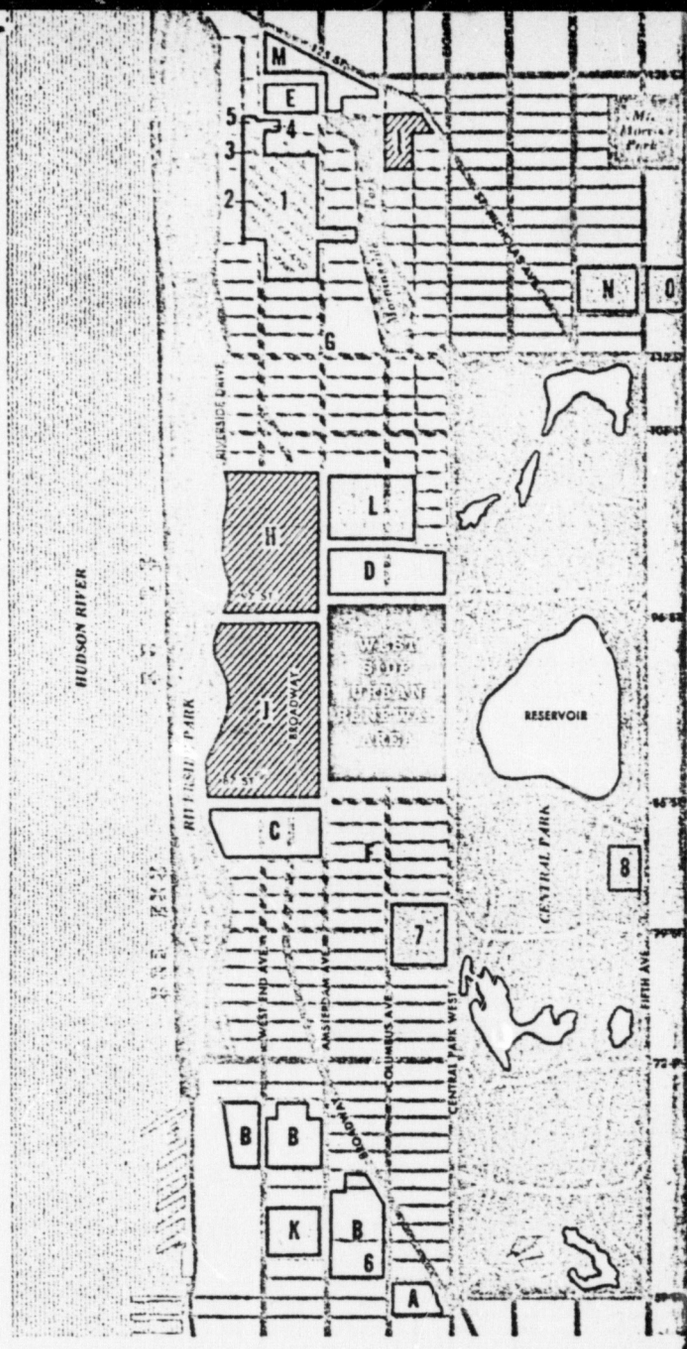
This booklet describes a unique project — the rescue of a neighborhood.

The neighborhood is a twenty block area on Manhattan's West Side from 87th to 97th Streets and between Central Park West and Amsterdam Avenue. After five years of study, a final plan for renewing this area — for reclaiming it from decay and blight — has been drawn up. This booklet summarizes the plan, and tells the people living in the area — and all New York City residents — what they can expect from this pioneer attempt to renew a section of their city.

For the West Side of Manhattan, (*see map, right*) the project is the focus and anchor of a renewal program that in future years will preserve what has long been one of New York's most attractive residential areas — the home of a broad range of ethnic and economic groups, and the center of many of the city's most valued cultural assets.

For the whole city, the project is a huge demonstration that it is not necessary to blast a neighborhood off the map and start afresh to build a good one. The West Side Urban Renewal Project is a bold attempt to save the old while building the new; to maintain diversity in people and housing while making the area more livable. It has been designed specifically for the needs and characteristics of this neighborhood. But it will offer valuable insights into other types of renewal geared to other neighborhoods.

There is no easy prescription to cure blight. But this first attempt to treat one neighborhood will give us valuable knowledge about the problems of planning, financing, relocation and conservation in many other — equally valuable — parts of New York City.



MAJOR INSTITUTIONS

1. Columbia University
2. Barnard College
3. Union Theological Seminary
4. Jewish Theological Seminary
5. Julliard School of Music
6. Fordham University
7. Museum of Natural History
8. Metropolitan Museum of Art

GENERAL NEIGHBORHOOD RENEWAL PLAN AREAS

F. Museum
G. Morningside Heights

CONSERVATION DISTRICTS

H. Bloomingdale
I. Morningside
J. Hudson

RENEWAL PROGRAMS

A. Coliseum
B. Lincoln Square
C. Riverside-Amsterdam
D. West Park
E. Morningside Gardens

PUBLIC HOUSING

K. Amsterdam
L. Frederick Douglass
M. General Grant
N. Stephen Foster
O. Sen. Robert A. Taft

E-106

Thomas Airviews

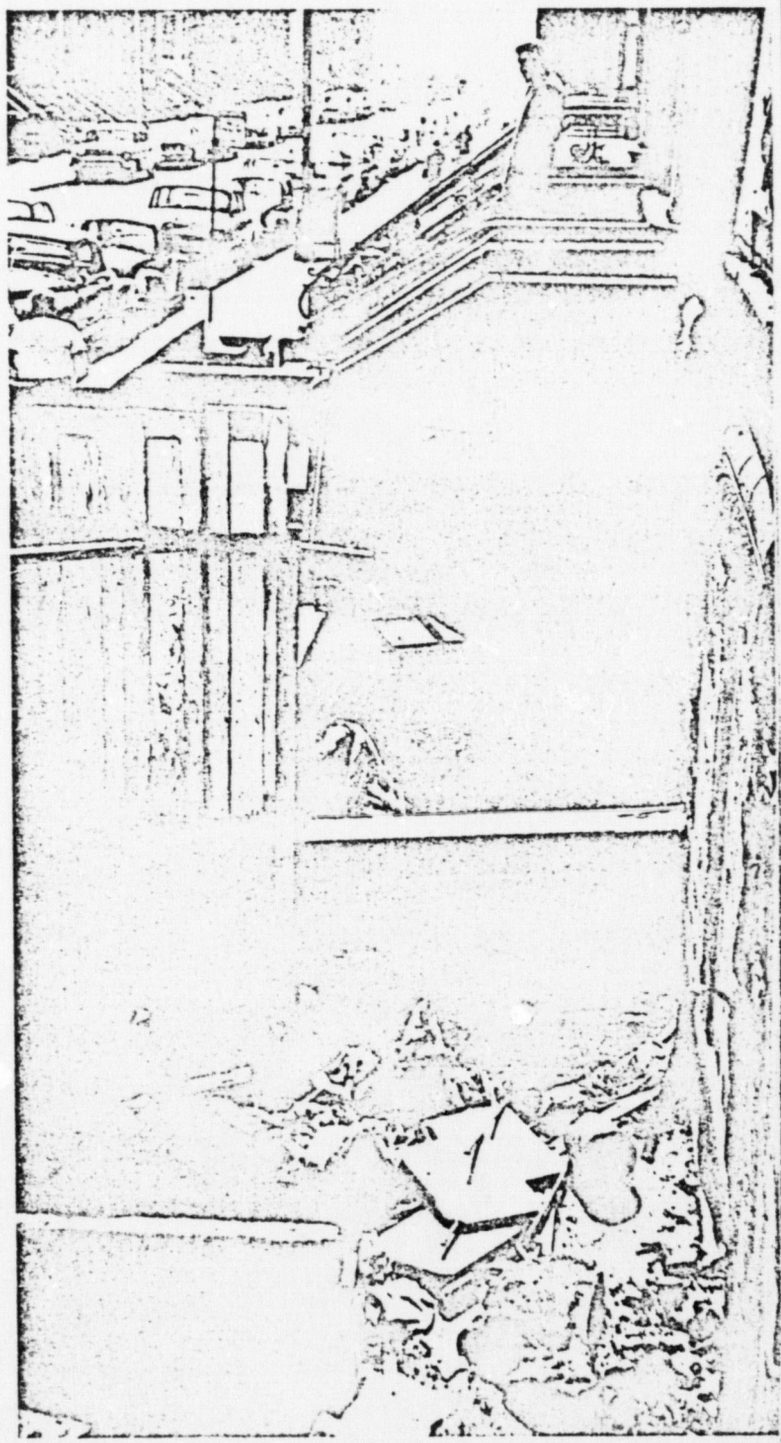
The Target: 20 Blocks on Manhattan's West Side

As shown in the aerial photograph above, the 20 blocks covered by the plan are blocks of contrast. Modern apartment buildings overlook rows of 80 year old tenements. Single family or two-apartment brownstone houses — the vestiges of an old and vanishing kind of New York life — rub shoulders with identical structures converted to crowded rooming houses. Only one apartment building has been built in the area since 1933. The neighborhood's structures range from 1880 brownstones and tenements to 1930 skyscrapers. They lie at the end of an extraordinarily convenient ten-minute subway ride to midtown Manhattan, or a five-minute walk to Central Park. Since World War II more than 12,000 new families have come into this neighborhood. To accommodate them landlords have cut up existing housing units, then cut them up once again. The old tenements and brownstones have been the chief victims of this kind of exploitation. By 1956, 17 per cent of the apartments in the area had become single rooms occupied by families — often as many as ten persons. Since then, the area has begun to show ominous symptoms of urban blight.

E-107

What Happened To the Area

There was not always blight in these blocks. In the late 1800's and early 1900's this was a growing and desirable section of the suburban West Side, with many well-to-do families living in the brownstones. The less popular blocks — those under the shadow of the late Columbus Avenue steam-driven elevated railway — were still convenient enough to attract a stable working class population to live in then-new tenement houses there. By 1900 tall elevator apartments were rising all along Central Park West, a boom which ended with the depression. From then on, construction in the neighborhood has been static, while its population has continued to expand. Surveys now show some 10,000 people living in overcrowded apartments designed for less than half this number. Crowding and exploitation have in turn increased wear and tear on the buildings (*see right*) while this burgeoning demand for apartments has forced rents up. In one five-year period rents in the neighborhood increased 40 per cent. As the sum total result of high rents, overcrowding and deterioration, people have been moving out of the neighborhood as soon as they could afford it, thus making an unstable neighborhood even more unstable. In 1956, for example, only 5300 of the neighborhood's 18,000 families had lived there five years before. Fifty per cent of one public school's student body turned over in one academic year. Crime rose, discontent increased. Today, the good housing in the area — the brownstones that have been converted to apartments or which remain one and two family houses, and the comparatively new apartment buildings — is still very good. But what is bad in the area, the glutted tenements and brownstones, is very bad and getting worse.



CPC APPROVAL UNTIL EXHIBIT E-1

E-108

The Squalid Single Rooms

Perhaps the greatest tragedy of this area has been its transition to a neighborhood of single-room occupancy. To accommodate the area's new arrivals —some from other parts of the city, others from outside, landlords have divided up their buildings for maximum profit. Apartments have been subdivided, and furnished rooms have become one-room family quarters with the installation of a gas burner and a tiny sink. Families of four or more share one bed and pay for their cramped and awkward quarters (*see right*) rents approximating those of luxury apartment houses. By the middle 1950's, single room occupancy had already become a grim feature of the area.

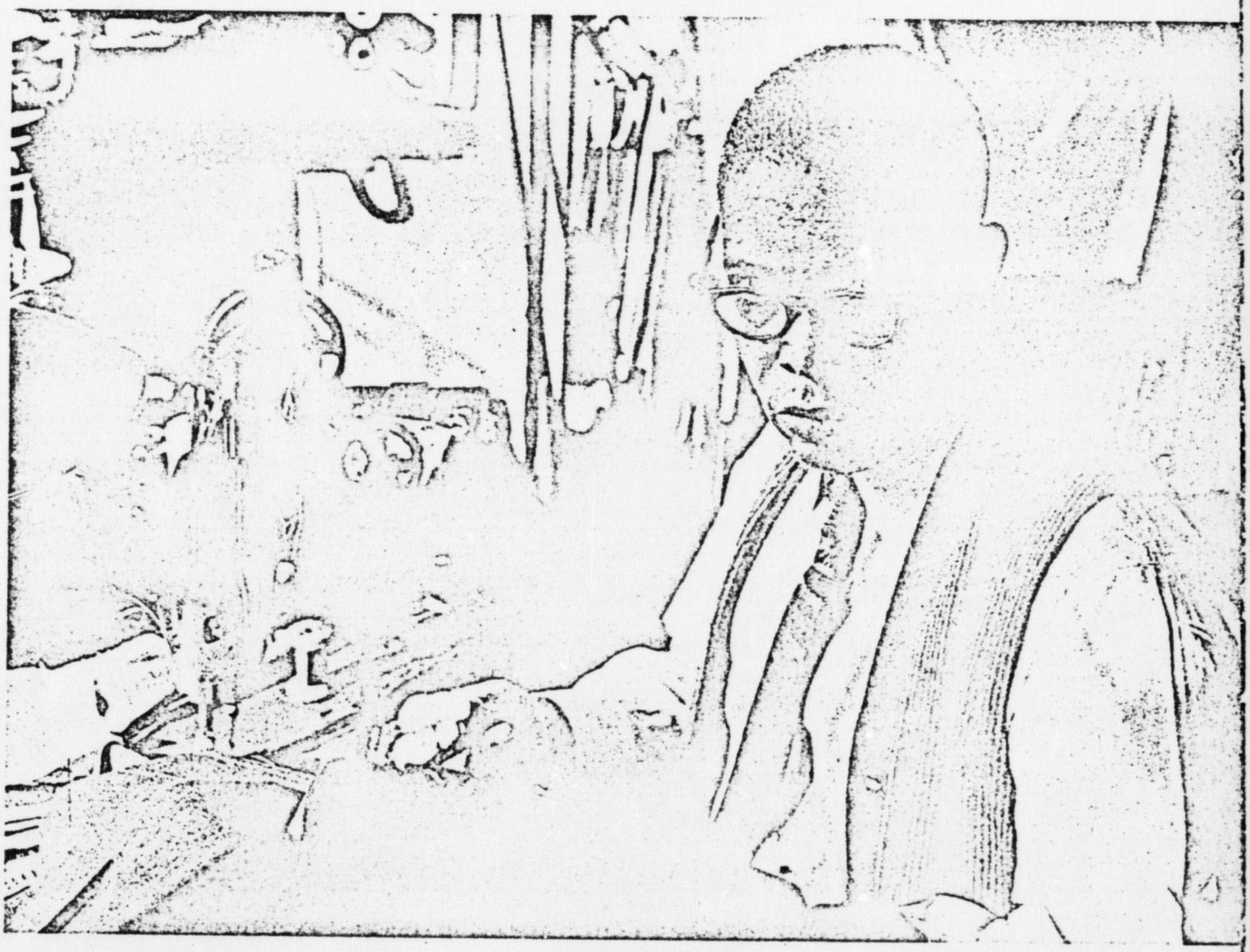
These conditions call for change. But other aspects of the area require preservation.

On West 90th Street, between Columbus Avenue and Central Park West, the bay windows of a row of brownstones — potentially excellent housing — parade proudly east in the afternoon sun.

E-110

A Way To Keep the Good Help Fix the Bad

There are good things on the West Side too. There are good houses, good schools, good community organizations, good people, and the diversity that makes city living and shopping and working attractive to many people. To save these and many other worthwhile things in the area, New York City in 1956 obtained a Federal grant. With these funds, the City Planning Commission studied the area thoroughly, and explored various ways to renew it. Then the Urban Renewal Board prepared a preliminary plan to carry out the most promising proposals of the study. The preliminary plan was approved by the Board of Estimate. Work on the final plan described in this booklet was then started by the Urban Renewal Board and completed by the present Housing and Redevelopment Board.



What We Want To Keep

On 88th Street, near Columbus Avenue, a tailor plies his needle in the kind of store that gives a neighborhood its warmth and character — a character this plan seeks to maintain.

E-111

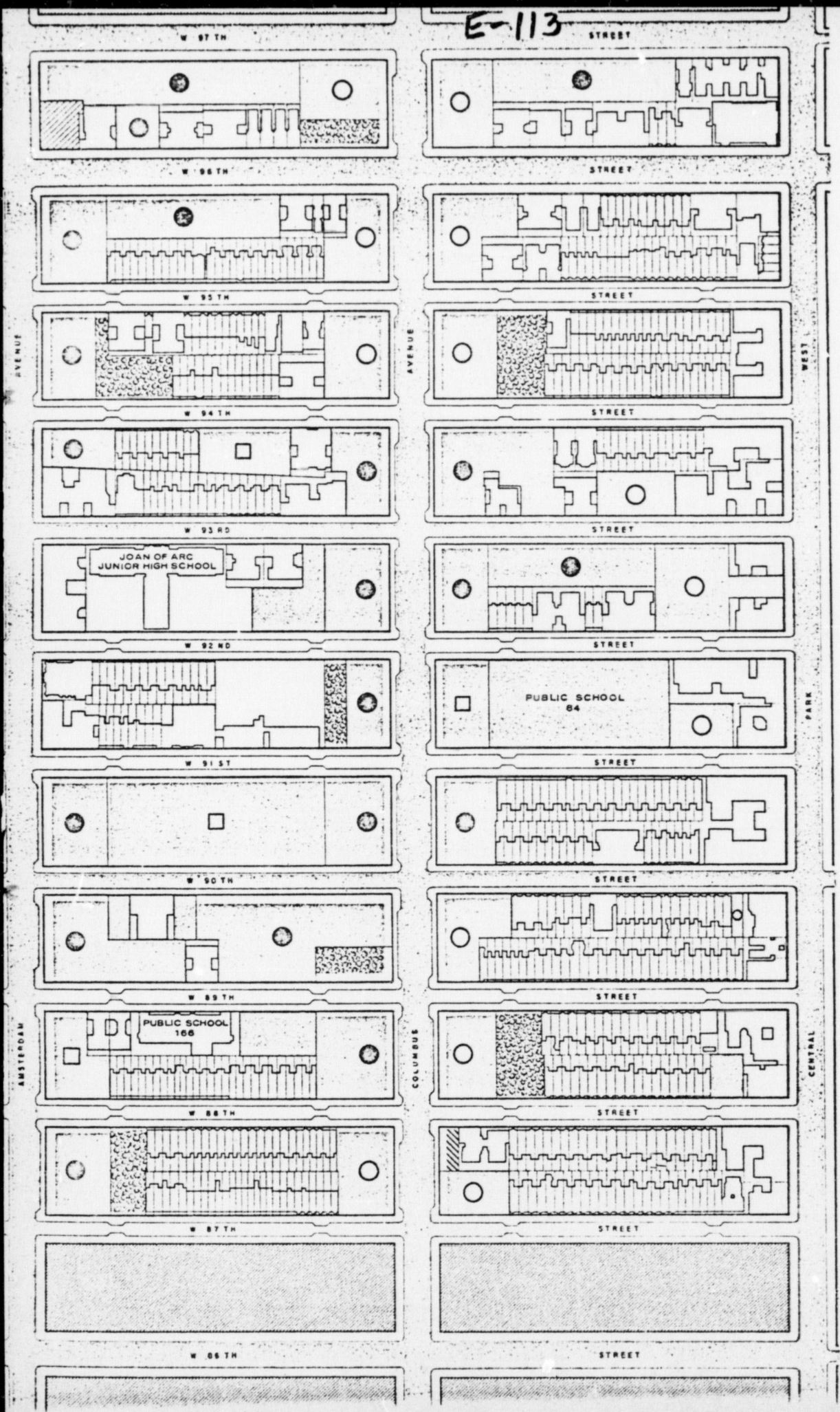
Conserving and Rehabilitating The Good

Most of the buildings in the neighborhood are not old tenements. They are brownstones, structurally sound and still useful. Some of them remain in excellent condition (*see left*)—among the finest houses in the city. A key feature of the plan is preservation of most of the brownstones. Some—those now overcrowded and misused—will be rehabilitated. There will be an estimated 3,100 units in rehabilitated brownstones. The plan sets detailed standards which they must meet. Many will require relatively minor repairs. Others will need more extensive remodeling: new plumbing, heating, kitchens, and baths. Some brownstones may be joined together into single structures backing on attractive common gardens. Another 3,600 dwelling units in the area will not require rehabilitation at all but conservation, for example, the excellent elevator apartment buildings bordering the neighborhood (*right*). Well built, often more spacious and cheerful than apartments in newer houses, these will—under the plan—be maintained to insure their continued soundness. The heart of the plan is its combination of three techniques of urban renewal: demolition and new building where present structures do not lend themselves to desirable and economically sound rehabilitation; rehabilitation where sound buildings, presently misused, can be kept and remodeled at reasonable cost; conservation where the housing is clearly of high standard.

The renewal plan keeps old and fine brownstones like the Wiggins house on 95th Street (*left*) intact, as well as the many good apartments in well-kept buildings like those bordering Central Park (*right*).

E-112

E-113



REDEVELOPMENT

- RESIDENTIAL*
- FULL TAXPAYING
- TAX ABATED
- PUBLIC HOUSING
- PLAZA
- COMMERCIAL
- PUBLIC & SEMI PUBLIC

REHABILITATION

- RESIDENTIAL

CONSERVATION

- RESIDENTIAL*
- PUBLIC & SEMI PUBLIC
- COMMERCIAL

*Includes ground floor commercial uses along Columbus and Amsterdam Avenues.

LAND USE PLAN

E-114

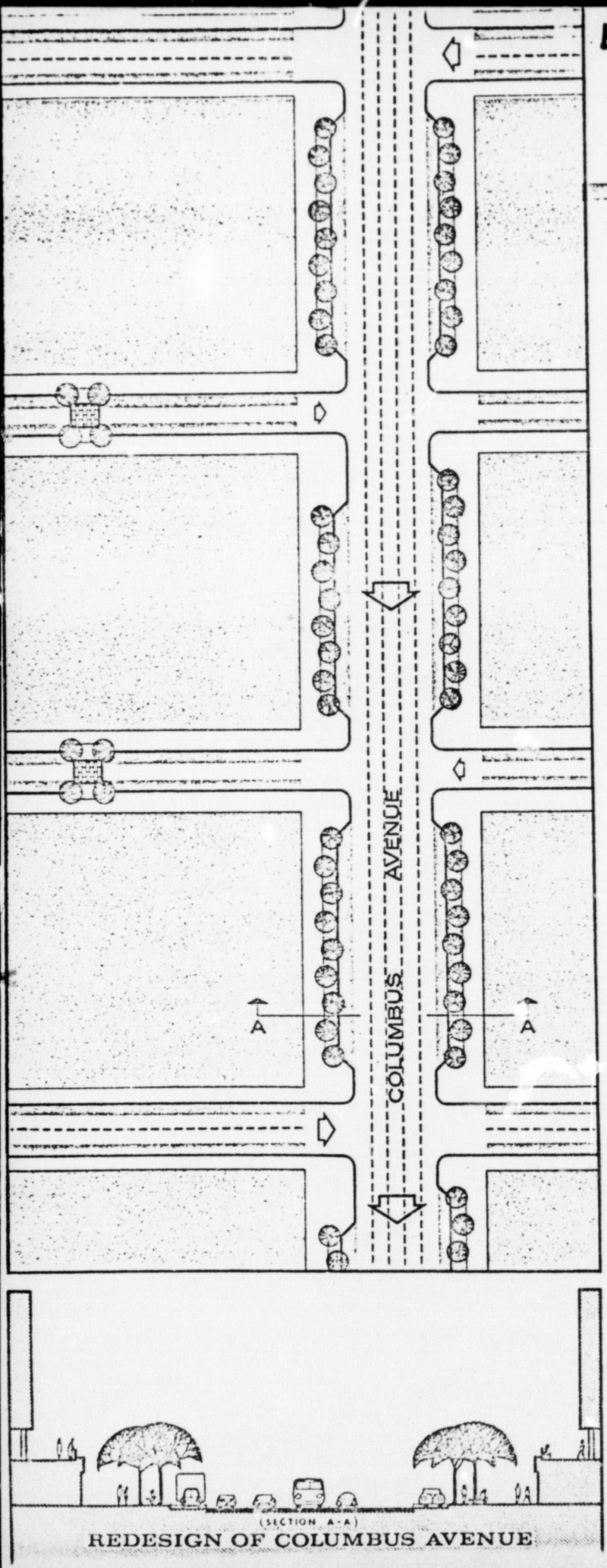
What The Plan Calls for

The plan's specific proposal for each property in the twenty block area is shown on the map at the left. In summary:

- Substandard housing will be torn down and replaced with 7,800 new apartments in a wide range of rents, with emphasis on low and middle incomes.
- Some 350 brownstones will be rehabilitated to provide standard apartments in what are now overcrowded single-room occupancy units.
- Public improvements — a new school, playgrounds, more open space, better traffic flow — will accompany the improvement in housing.
- The neighborhood will continue to be an integrated community, ethnically and economically.
- The relocation of tenants and businesses displaced by the plan will be given the same careful attention as the construction or rehabilitation of buildings. Of the households now in the area, 5,986 families will be able to stay on where they are now. 5,418 now occupy units which will be rebuilt or replaced under the plan, and will gradually be relocated into new housing in the area, or into other neighborhoods. THE PLAN AFFIRMS THE LEGAL RESPONSIBILITY OF NEW YORK CITY TO RELOCATE THESE FAMILIES TO DECENT HOUSING WITHIN THEIR MEANS. Tenants who have to relocate will receive absolute priority in all new housing built under the plan. In addition they will receive all of the benefits provided by the City's present relocation policies — financial aid, professional advice and guidance. In most cases, relocation will mean a move to a better home at a reasonable price for these families. Relocated businesses also will receive counsel, financial help, and priority in getting commercial space in the new buildings. Those whose volume and kind of business enable them, and who elect, to move into new buildings, will be eligible for temporary on-site relocation near their present quarters.
- The churches, private schools, community organizations and other neighborhood institutions will be retained.
- The city will own and manage buildings scheduled for clearance throughout the site, and will maintain strict code enforcement over the rest, thus guaranteeing safe and sanitary living conditions.
- Although public funds through Title I and other aids are essential to make this project possible, most of the cost — some 83 per cent, or $151 million — will be supplied by private investors. Private or community sponsored organizations have already been selected to build on 15 of the first 16 sites to be cleared. Private owners who participate in the rehabilitation phases of the plan will receive technical assistance and other advantages.

Sunny and spacious, rehabilitated apartment on West 87th Street — one of 13 in this building — shows how existing useful housing can be improved.

E-115



REDESIGN OF COLUMBUS AVENUE

Improvements

New Houses

The plan sets detailed provisions for the construction and rehabilitation of dwelling units, and for a general improvement in the livability of the neighborhood. Among public improvements the plan specifies:

- a new elementary school.
- two new school playgrounds.
- six landscaped plazas open to the public.
- off-street loading for large retail businesses.
- reduced traffic on residential side streets with repaving and tree planting to give them a more pleasant look.
- redesign of Columbus Avenue to provide parking bays, wide sidewalks and double rows of trees. This will turn it into an attractive residential and shopping street *(see plan, left).*

In new housing, the plan provides for the construction of about 7,800 apartments. These will extend over a wide price range, from low-rent public housing to competitively priced, higher-rent apartments. Eight hundred of these will be in public housing (there will be 200 additional public units in rehabilitated apartments). These will rent for from $14 to $18 a room.

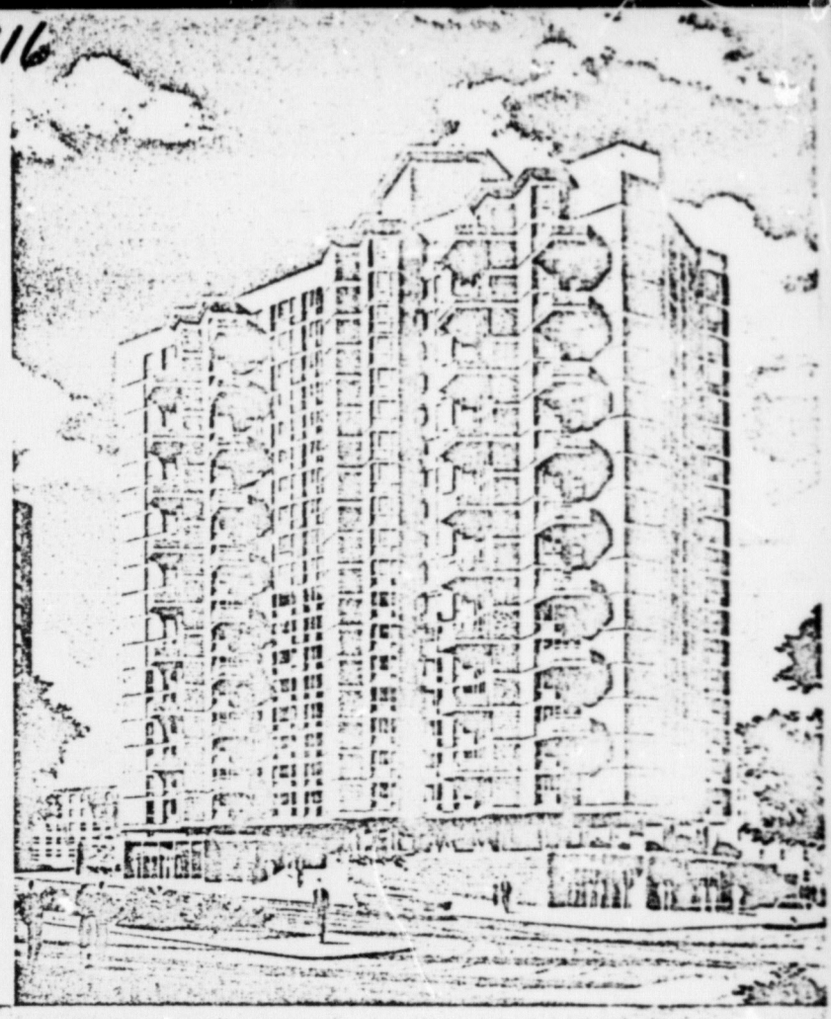
Four thousand two hundred units will be middle-income housing *(see right).* Some of these will be built by private developers, some by community sponsors. About half will be co-ops, half rental units. Of them, 15 per cent or about 630 apartments will be available at $18 a room per month. The rest will range from $21 to $30 per room.

Two thousand eight hundred units will be in privately financed, fully tax paying buildings. These will rent for an estimated $50 to $60 a room per month. These new units are in addition to the 3,100 units which will be rehabilitated and the 3,600 which will be conserved *(see page 8).*

E-116

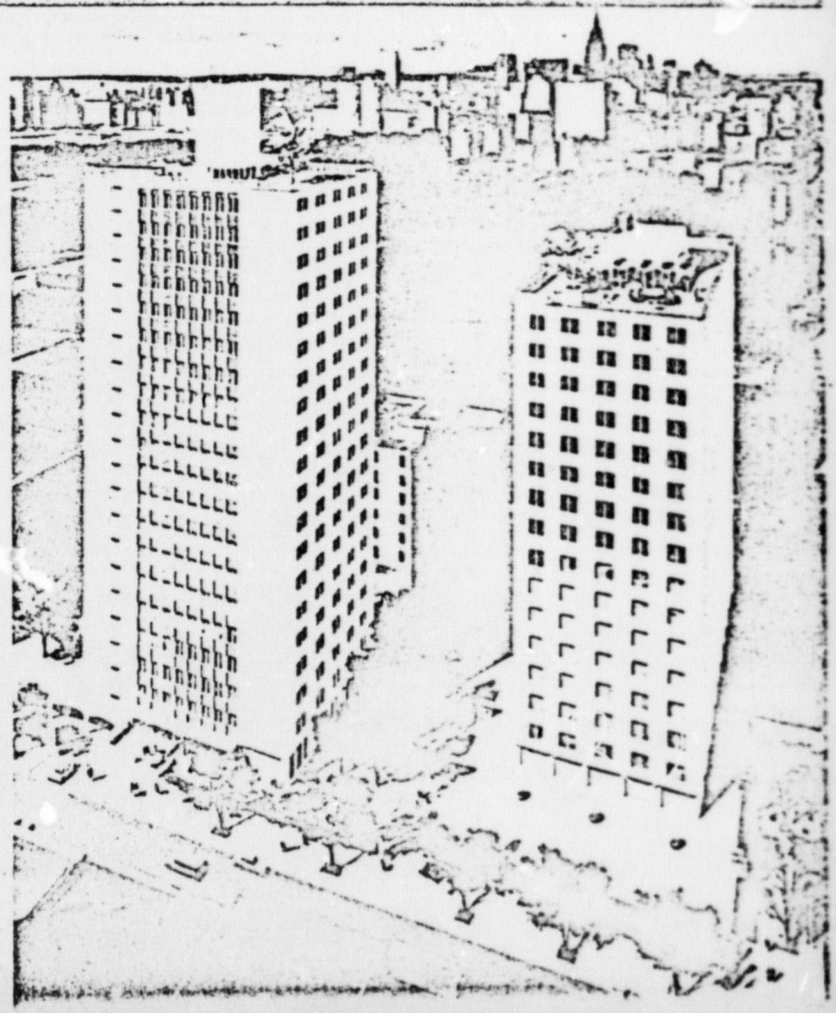
A Facade of Light and Air

Typical of the wide variety of building designs that will replace the monotony of overcrowded tenements along Columbus Avenue when the plan is carried out, this balcony-decked rental development stands on a raised plaza, with stores beneath. Containing 224 apartments, it is designed as a privately financed, fully taxpaying building.



Community Sponsored Co-op

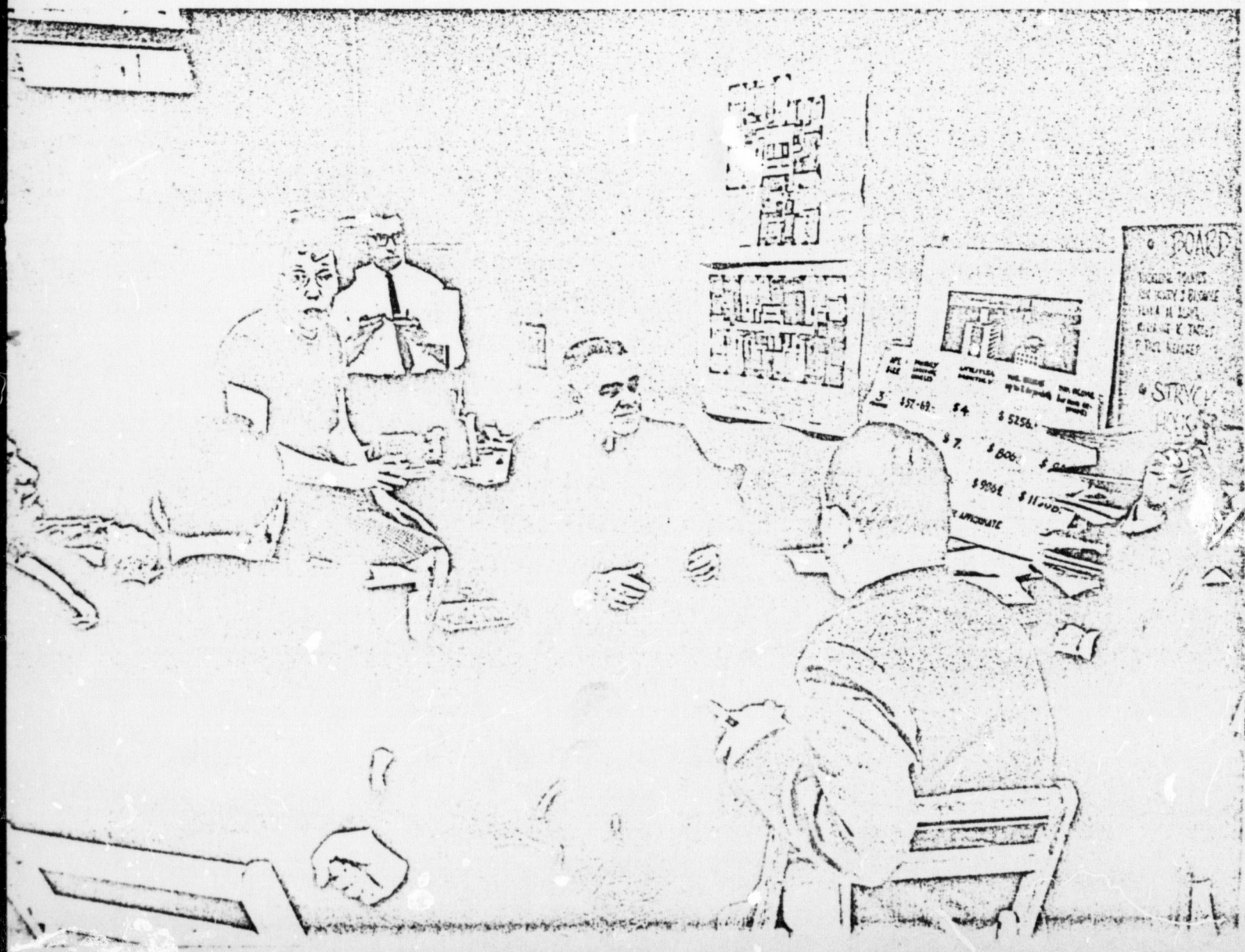
Neighborhood participation in planning carries into the action phase in new houses like the Strycker's Bay Housing Cooperative, one of four middle income developments in Stage 1 that are sponsored by community groups. Containing 236 family-size apartments, it was designed to fit a U-shaped site and avoid demolishing the sound apartment house in center rear.



E-117

Community Participation

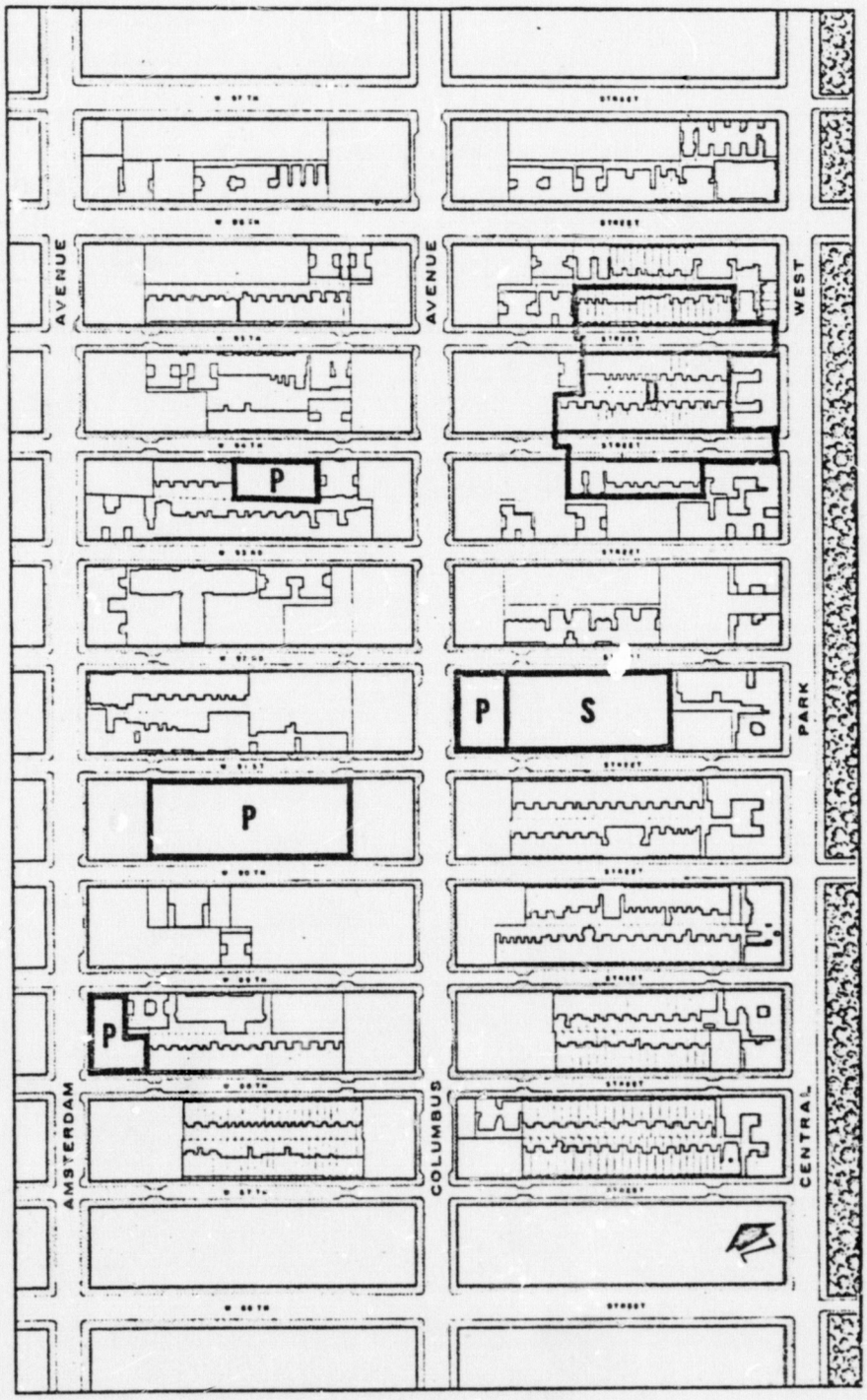
During the whole period of the plan's inception and growth the city agencies responsible for it have consulted with the people of the neighborhood. The city helped groups within the 20-block area and the West Side community to form organizations specifically to participate in the development of the plan. These groups became channels for neighborhood suggestions about the plan to the city agencies. Organizations such as the Park-Hudson Urban Renewal Citizens Committee, and the Strycker's Bay Neighborhood Council, and men like Father Henry J. Browne *(below)* discussed the plan with residents, and weighed and tempered the many community points of view. And a newsletter in Spanish and English told the area about new developments in the plan as they took place, including the plan's careful timing *(see right)*. .



E-118

☐ PRIOR TO STAGE 1
P — PUBLIC HOUSING
D — DEMONSTRATION REHABILITATION PROJECT
S — NEW ELEMENTARY SCHOOL (P.S. 84)

The plan will take place in three stages *(see plan, right)*, each geared to assure proper relocation of site tenants. Public housing in all three stages is being pushed ahead as fast as possible to supply the maximum number of units for the relocation of low-income families. Other construction will be timed to minimize the impact of relocation. It is expected that Stage 1 — from 93rd to 97th Streets — will be substantially underway in two or two-and-a-half years. Stage 2 — from 90th to 93rd Streets — will start after relocation in Stage 1 is completed and will be substantially underway in another 18 months. Stage 3, from 87th to 90th Streets, will likely take another 18 months after that. The entire project is expected to be finished in seven years but the actual date will depend largely on the time needed to carry out an orderly relocation program. One of the key features of the plan is that it does not move in a flurry of demolition and building, in the clouds of cement dust and bewildered families that invariably accompany total slum clearance. It moves deliberately, each of its stages carefully paced to make sure that the neighborhood is disrupted no more than necessary.

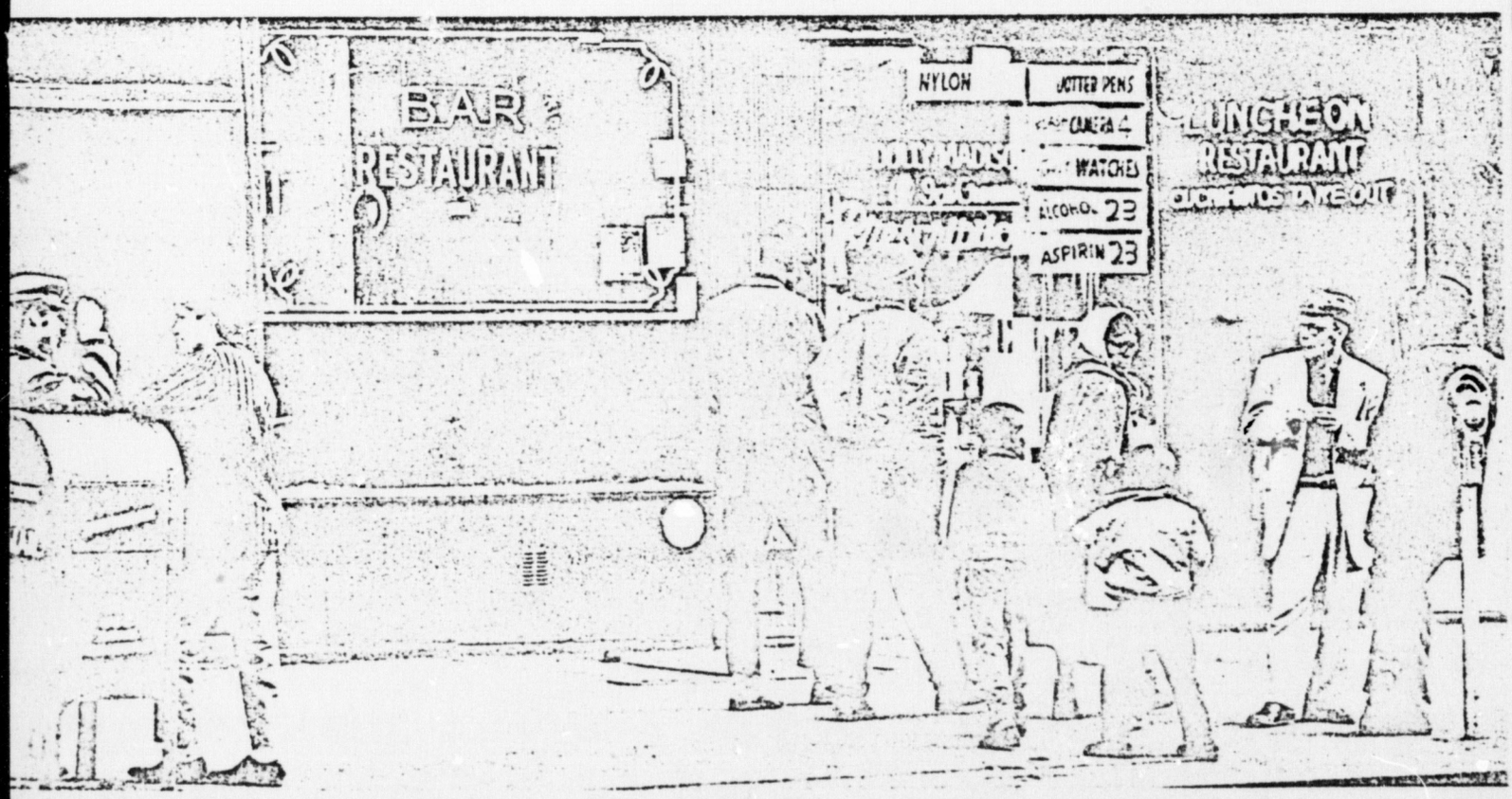


PROJECT STAGES

E-119

Conclusion

Old-time New York residents still remember a quieter, more leisurely city: clean, attractive, good to look at, good to live in. That is essentially what the plan seeks to make out of these 20 crowded blocks with their rows of substandard houses *(right)* and the squalid face of blight *(below)*. In 1970, when the plan has been carried out, new plazas will open unaccustomed stretches of sunlight and air. Traffic flow will be improved, trees planted, and attractive new stores will replace rundown shops. New community facilities will serve the neighborhood. Old community facilities — 9 schools, 2 school playgrounds, 10 religious structures, 2 community centers, will stay. There will be large areas of new building in the neighborhood. The good houses of today will still be there. In short, the neighborhood will keep the charm of diversity — the mixture of old and new, big and small, the variety of people and materials and buildings that has always attracted people to city living. It will be spacious, housing as many people as today, but in a far better way. Many of the buildings will be cooperatives, in which occupants will share ownership as well as pride in their neighborhood. There will not be the enormous population turnover of today. It will be, above all, a pleasant place to live.



E-120

E-121

THE CITY OF NEW YORK

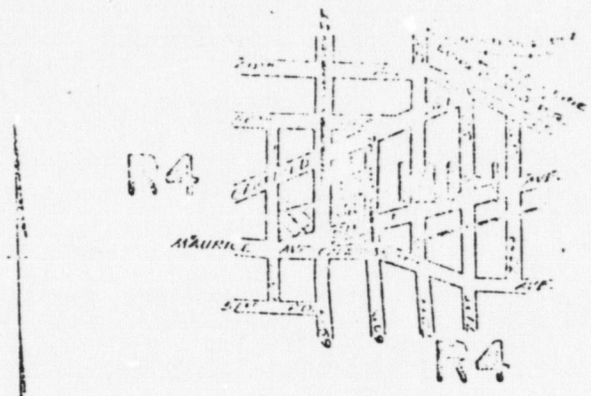
HOUSING AND REDEVELOPMENT BOARD

2 LAFAYETTE STREET, NEW YORK 7, N. Y.

E-122

PLAINTIFF'S EXHIBIT 11 - FIRST AMENDMENT - CPC APPROVAL (CITY EXHIBIT E)

C.P. 16128



CITY PLANNING COMMISSION
CITY OF NEW YORK
DIAGRAM SHOWING PROPOSED
ZONING CHANGE
ON SECTIONAL MAP
13c
BOROUGH OF
QUEENS

New York, October 9, 1963

Secretary

Director, Division of Zoning

Chief, Office of Technical Controls

SCALE IN FEET

NOTE:

Indicates Zoning District boundary.

The area enclosed by the line dashed line is proposed to be changed from an R4 District to an M1-1 District.

Indicates a C1-2 District.

the New York City Charter, hereby fixes Wednesday, October 23, 1963, in Room 16, City Hall, Borough of Manhattan, City of New York, as the time and place for a public hearing on a proposed amendment of the 1963-1964 Capital Budget, as requested by the Commissioner of Public Works, to increase Line 529, Project SE-48, "Reconstruct and Reconstruct Sanitary Sewer, Manor Road, Rector Street to Ocean Terrace, Richmond" from $750,000 to $1,049,700, and to reduce Line 502, Project SE-2, "Construction and Reconstruction of Sewers Not to Exceed $300,000 Each, Including Land Acquisition, All Boroughs," from $5,750,000 to $5,409,163.40.

III. PUBLIC HEARINGS

URBAN RENEWAL

BOROUGH OF MANHATTAN

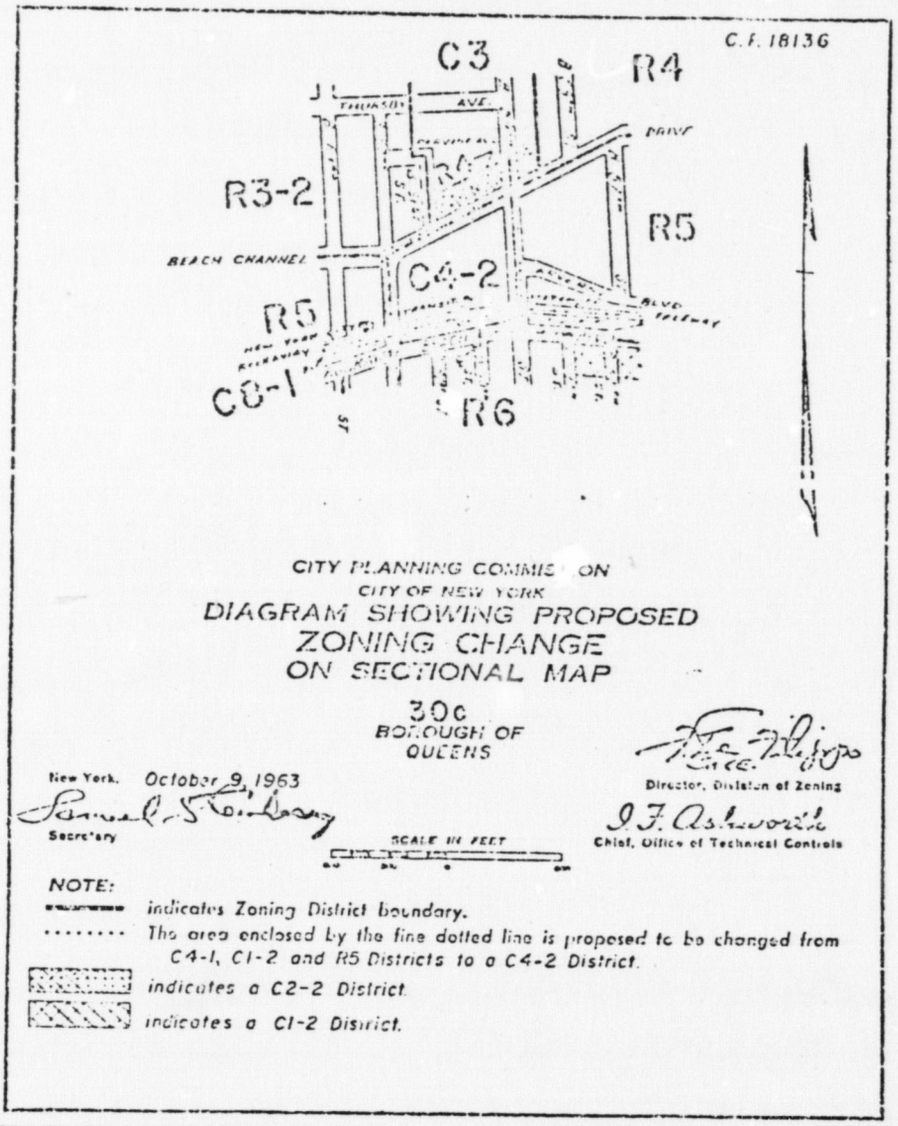
(CP-16116)

No. 45

PUBLIC HEARING in the matter of communication dated August 29, 1963, from the Housing and Redevelopment Board, transmitting for approval, pursuant to Section 72-m of the General Municipal Law of the State of New York and Title I of the U. S. Housing Act of 1949 as Amended, an **amendment to the previously**

Exhibit E

E-123



approved Urban Renewal Plan for the West Side Urban Renewal Area, bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

The amendment relates to the rehabilitation of 36 buildings by the New York City Housing Authority, in accordance with the Plan and Project approved by the City Planning Commission on January 16, 1963 (CP-17698) and by the Board of Estimate on February 7, 1963 (Cal. No. 127).

(On September 18, 1963, Cal No. 28, the Commission fixed this day for a hearing, which has been duly advertised.)

Appearances: David Bromberg, representing the FDR-Woodrow Wilson Democratic Club, 5th A.D., North, Manhattan; Silvio Polaves, District Leader, 5th A.D.; Gerald J. Carey, General Manager, New York City Housing Authority.

On motion, it was unanimously voted to close the hearing.

E-124

On motion, Rule 105 was waived and the following favorable report was unanimously adopted:

Approval, pursuant to Section 72-m of the General Municipal Law of the State of New York and Title I of the U. S. Housing Act of 1949, of an amendment to the previously approved Urban Renewal Plan for the West Side Urban Renewal Area, bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

(CP-13110) October 9, 1963.

Hon. ROBERT F. WAGNER, *Mayor, Chairman, Board of Estimate:*

The Housing and Redevelopment Board, in a communication, dated August 29, 1963, requested approval, pursuant to Section 72-m of the General Municipal Law of the State of New York and Title I of the United States Housing Act of 1949 as amended, of an amendment to the previously approved urban renewal plan for the West Side Urban Renewal Area, bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

The proposed amendment designates six areas occupied by 36 buildings, as rehabilitation areas for acquisition and rehabilitation by the New York City Housing Authority, as a Federally-aided public housing project for persons and families of low income.

The 36 buildings to be rehabilitated for public housing are as follows:

(A) Three brownstone buildings at 47, 49 and 51 West 89th Street (Block 1203, Lots 14, 13 and 112).

(B) Three brownstone buildings at 38, 40 and 42 West 90th Street (Block 1203, Lots 51, 52 and 53).

(C) Five brownstone buildings at 15, 17, 19, 21 and 23 West 90th Street (Block 1201, Lots 24, 123, 23, 22 and 21).

(D) Eleven brownstone buildings at 22, 24, 26, 28, 30, 32, 34, 36, 38, 40 and 42 West 91st Street (Block 1204, Lots 140, 41, 42, 142, 43, 44, 45, 145, 46, 47 and 147).

(E) Four brownstone buildings at 64, 66, 68 and 70 West 91st Street (Block 1204, Lots 56, 156, 57 and 58).

(F) Ten brownstone buildings at 125, 127, 129, 131, 135, 137, 139, 141 and 143 West 93d Street (Block 1224, Lots 22, 121, 21, 20, 19, 118, 18, 17, 16 and 115), Borough of Manhattan.

The final urban renewal plan for the West Side Area was approved by the City Planning Commission on May 29, 1962 (CP-17329) and by the Board of Estimate on June 26, 1962, Cal. No. 5. In the approved plan, specific parcels within the Urban Renewal Area were designated for conservation, rehabilitation and redevelopment. The 36 buildings in the present proposal are all within parcels designated for rehabilitation.

The City Planning Commission on January 16, 1963 (CP-17693) and the Board of Estimate on February 7, 1963, Cal. No. 127, approved the plan and project for a Federally-aided public housing project comprising the rehabilitation of 38 buildings within the West Side Urban Renewal Area. With the exception of two buildings (25 and 27 West 90th Street; Block 1201, Lots 120 and 20), all of the buildings within that project are identical with the 36 buildings listed in the presently proposed amendment to the urban renewal plan. The two above noted buildings (25 and 27 West 90th Street) were subsequently found to be suitable for private rehabilitation purposes by the Housing and Redevelopment Board and consequently are to be eliminated from the public housing project.

Public Hearing

On September 18, 1963, Cal. No. 28, the City Planning Commission fixed October 9, 1963, as the date for a public hearing on the proposed amendment to the Urban Renewal Plan for the West Side Area. The hearing was duly held on October 9, 1963, Cal. No. 45.

Representatives of local political and civic groups urged that the proposed public housing be expedited.

A representative of the New York City Housing Authority reviewed the status of the Authority's low-rent housing program in the West Side area.

Findings and Approval

The proposed amendment to the West Side Urban Renewal Plan does not alter the City Planning Commission's findings with respect to the West Side Urban Renewal Plan as stated in its reports of July 15, 1959 (CP-14926) and May 29, 1962

E-125

(CP-17329). These findings are hereby declared applicable to the proposed amendment to the final urban renewal plan for the West Side area, Borough of Manhattan.

The City Planning Commission hereby approves the amendment for the final urban renewal plan for the West Side as revised to May, 1963.

FRANCIS L. PLOUSTEIN, Acting Chairman; JAMES FELT, HARMON H. GOLDSTONE, ELIHOR C. GUGGENHEIMER, LAWRENCE M. OTTON, JAMES G. SWEENEY, Commissioners.

No. 46 (CP-18112)

PUBLIC HEARING in the matter of communication, dated September 9, 1963 from the Housing and Redevelopment Board, submitting for approval pursuant to Article 15 of the General Municipal Law (Urban Renewal Law) of the State of New York and Title I of the Housing Act of 1949, as Amended, a Revised Urban Renewal Plan for the Battery Park Urban Renewal Project in the area bounded by Pearl Street, Counties Slip East, South Street, Whitehall Street, Water Street and Broad Street, Borough of Manhattan.

(On September 18, 1963 Cal. No. 23, the Commission fixed this day for a hearing, which has been duly advertised.)

Appearances: Samuel Ratensky, representing the Housing and Redevelopment Board; Edward A. Rule, representing the Eleven Moore Street Corporation; John P. McGrath, individually and representing Sol G. Atlas; Giorgio Cavaglieri, President, Municipal Art Society of New York; Franklin L. Bass, representing the Lawyers Funding Corporation of New York; John A. Ward; Juliet M. Bartlett, representing the Women's City Club of New York; William Zucker, representing the Downtown Lower Manhattan Association; Edward C. Babcock, representing the Commerce and Industry Association; Gilbert R. Byrne, representing the Sons of the Revolution in the State of New York; Roger Starr, Executive Director, Citizens Housing and Planning Council.

Communication: Sullivan and Cromwell, representing the Metropolitan Battery Corp.

On motion, it was unanimously voted to close the hearing.

HOUSING AND REDEVELOPMENT

Borough of Manhattan

No. 47 (CP-18083)

PUBLIC HEARING in the matter of communication, dated August 5, 1963, from the Housing and Redevelopment Board, transmitting an application for approval, pursuant to Article II of the Private Housing Finance Law of the State of New York (Limited Profit Housing Companies Law) of a Plan for a City-aided housing project, designated as York Hill 2, proposed to be erected by 230 East 88th Street Corporation on a site now occupied by former Public School 59, on the southerly side of East 88th Street, having a frontage of 200 feet beginning at a point approximately 150 feet west of Second Avenue, Borough of Manhattan.

(On September 18, 1963, Cal. No. 30, the Commission fixed this day for a hearing, which has been duly advertised.)

Appearances: Hon. Robert A. Low, Councilman, 22d Sen. Dist., Brooklyn; Vita O. Weiss, representing the Lenox Hill Neighborhood Association.

On motion, it was unanimously voted to close the hearing.

On motion, Rule 105 was waived and the following favorable report was unanimously adopted:

Approval, pursuant to Article II of the Private Housing Finance Law of the State of New York (Limited-Profit Housing Companies Law), of a Plan for a City-aided housing project, designated as York Hill 2, proposed to be erected on a site on the southerly side of East 88th Street, West of Second Avenue, Borough of Manhattan.

CP-18083 October 9, 1963

In a communication, dated August 5, 1963, the Housing and Redevelopment Board transmitted to the City Planning Commission for approval, pursuant to Article II of the Private Housing Finance Law of the State of New York (Limited-Profit Housing Companies Law), a plan for a City-aided housing project, designated as York Hill 2, proposed to be erected by the 230 East 88th Street Corporation, on a site owned by The City of New York, on the south side of East 88th Street between 2d and 3d Avenues,

E-126

PLAINTIFF'S EXHIBIT 12 - TRINITY SCHOOL SPONSORSHIP APPLICATION - LETTER FROM GLOVER JOHNSON TO MILTON MOLLEN

TRINITY SCHOOL
ESTABLISHED 1709
NEW YORK CITY, N. Y.

GLOVER JOHNSON
CHAIRMAN OF THE STANDING COMMITTEE
TREASURER

ROOM 2700
14 WALL STREET
NEW YORK 5, N. Y.

December 18, 1963

GJ/WS
Honorable Milton Mollen, Chairman
Housing and Development Board
2 Lafayette Street
New York 7, New York

Dear Chairman Mollen:

re West Side Urban Renewal Project
Site #24

Enclosed herewith please find material which is submitted in connection with the application for sponsorship heretofore made by Trinity School on the above-captioned project. The annexed material consists of the following items:

A brochure describing Trinity School, the proposed sponsor, and a Balance Sheet as of June 30, 1963, setting forth the financial resources of the School.

For your information, the title "New York Protestant Episcopal Public School" is the formal corporate title of the Corporation owning and operating both Trinity School, New York City, and Trinity-Pawling School, Pawling, New York.

It is anticipated that the architects of the project will be Brown & Guenther, and the attorneys for the project will be Demov & Morris. At this point, arrangements have not yet been made with a builder, but it is anticipated that a builder qualified to meet the requirements of the Housing and Redevelopment Board will be selected by the sponsoring group as soon as the time is appropriate for doing so.

If there is any further information that you require in connection herewith, please let me know.

Faithfully yours,

GLOVER JOHNSON
Chairman and Treasurer

cc: Daniel Bayer, Esq.

E-127

PLAINTIFF'S EXHIBIT 13 - REHABILITATION BROCHURE HRB

Rehabilitation In the West Side Urban Renewal Area

ROBERT F. WAGNER
Mayor

PROCEDURES FOR THE PURCHASE OF CITY-OWNED BROWNSTONES FOR REHABILITATION (F.H.A. 220 MORTGAGE INSURANCE)

HRB

HOUSING AND REDEVELOPMENT BOARD

2 LAFAYETTE STREET
NEW YORK, N. Y., 10007

MILTON MOLLEN
Chairman

WALTER S. FRIED

HERBERT B. EVANS

E-128

WEST SIDE
URBAN RENEWAL AREA

This booklet summarizes the procedures to be followed in purchasing and rehabilitating city-owned brownstones with Federal Housing Administration Mortgage Insurance, in accordance with the Urban Renewal Plan for the West Side Urban Renewal Area. The West Side Urban Renewal Project is being carried out by the City of New York with financial assistance from the Urban Renewal Administration of the Federal Housing and Home Finance Agency and the New York State Division of Housing and Community Renewal.

HOUSING AND HOME FINANCE AGENCY OF THE UNITED STATES

Robert C. Weaver
Administrator

Lester Eisner, Jr.
Regional Administrator

William L. Slayton
Urban Renewal Administration
Commissioner

Charles J. Horan
Urban Renewal Administration
Regional Director

Philip N. Brownstein
Federal Housing Administration
Commissioner

Ralph W. Morhard
Director, N. Y. Multi-Family Housing,
Insuring & Zoning Office, F.H.A.

DIVISION OF HOUSING AND COMMUNITY RENEWAL OF THE STATE OF NEW YORK

James Wm. Gaynor
Commissioner

E-129

FOREWORD

The West Side Urban Renewal Area contains many excellent brownstones which are capable of providing non-stereotyped accommodations in buildings of varied aesthetic values. The special qualities of rear-yard gardens, high ceilings, fireplaces, other architectural details characteristic of earlier periods and privacy are inherent in brownstone structures. Due to overcrowding and misuse, the majority of the area's brownstones have become deteriorated and sub-standard.

A prime goal of the project is to change the use and improve the physical conditions of these brownstones through rehabilitation to the General Standards and Controls of the West Side Urban Renewal Project. They will, thereby, assume their proper role alongside some 45 new high-rise residential buildings to create a renewed area which mixes the best of the old with the new. Expanded and strengthened community facilities and unique street treatment, including extensive tree planting, will further assist the renewal of the area.

The Housing and Redevelopment Board of the City of New York has instituted a house-to-house program to induce owners to rehabilitate their properties. Where present ownership cannot or will not make required improvements, it will be necessary to acquire these properties and sell them to new owners who will make such improvements.

The Housing and Redevelopment Board now has title to a group of such brownstones and announces herewith its intention to negotiate thei. sale to qualified sponsors who will rehabilitate them in accordance with established controls.

A Field Office has been established at 167 West 89th Street, New York, N. Y. (Telephone No. TR 3-7200). Directed by Mr. William C. Hunter, this office will process applications for purchase and sponsorship and furnish guidance and advice with respect to architectural and financial requirements and assistance. Mr. Joseph Iauria is the mortgage analyst assigned to this office.

This brochure describes the procedures to be followed in effectuating both the sale and rehabilitation of brownstones owned by the City in the West Side Urban Renewal Area.

E-131

TABLE OF CONTENTS

Content	Page
Foreword	i
Table of Contents	iii
Procedures to be Followed in the Sale of City-owned Brownstones for Rehabilitation, using FHA 220 Mortgage Insurance	1
Sample Layout Drawings and Outline of Specifications	10
Sample Application for Letter of Mortgage Analysis	17
Sample Letter of Mortgage Analysis	21
EXHIBIT "A" - Map No. 3 - Land Use Area	22
EXHIBIT "B" - Map No. 5 - Brownstone Area	23
EXHIBIT "C" - List of City-owned Brownstones	24

E-132

PROCEDURES TO BE FOLLOWED IN SELLING CITY-OWNED BROWNSTONES FOR REHABILITATION USING FHA 220 MORTGAGE INSURANCE

A. The Housing and Redevelopment Board will cause to be published in at least one newspaper of general circulation in the locality, a Public Notice that The City of New York will sell to qualified purchasers, selected on a priority-preference basis according to the criteria set forth below, certain brownstone properties, at the predetermined fixed prices listed therein for each, for redevelopment and rehabilitation pursuant to the controls and standards set forth in the Final Plan, as amended, for the West Side Urban Renewal Project. Said Public Notice will require persons and firms who are interested in the puchase of one or more of these properties to submit on or before the date specified in said Public Notice, to Mr. Samuel Ratensky, Chief, Bureau of Project Development, N. Y. C. Housing and Redevelopment Board, 2 Lafayette Street, New York City, an expression of such interest, in writing signed by the principals or parties in interest and accompanied by a signed statement of net worth of the prospective purchaser, in sufficient detail to enable the Housing and Redevelopment Board to make an informed judgment as to the financial capacity of the prospective purchaser. The City reserves the right to conduct such financial and background investigation of any applicant as it deems proper.

B. Priorities will apply in designating sponsors for sale at a predetermined fixed price in the following order:

1. Former resident owners of the limited number of nondeteriorated brownstones acquired by the City for clearance pursuant to the West Side Urban Renewal Plan who wish to purchase a brownstone for their residence.
2. Any tenant or former tenant who has been or is to be displaced by the West Side Urban Renewal Project who desires to become a resident owner.
3. Any person who establishes a bona fide intention of rehabilitating a brownstone for use as a resident owner.
4. Any developer who will rehabilitate a group of brownstones pursuant to the Limited Profit Housing Companies Law, Redevelopment Companies Law, or the Municipal Loan Program.
5. Any person, partnership, corporation or association wishing to purchase one or more brownstones for investment purposes by means of an F.H.A. (Federal Housing Administration of the United States of America) insured mortgage or conventional financing.

C. Selections of qualified purchasers within priority groups will be made by the Housing and Redevelopment Board, subject to the approval of the Board of Estimate, in its sole judgment and discretion, and its determination shall be final. The selections will be made on the ba-

sis of financial capacity of the applicants and in furtherance of the City's objective of creating in the project area a sound stable neighborhood, integrated and balanced as to economic status, race, creed and color, and suitable for family living. The following procedure will be followed by the Field Office:

1. Determine which building suits the needs of the prospective sponsor in an interview at the Field Office of the Housing and Redevelopment Board, 167 West 89th Street, New York City.
2. Obtain a Letter of Intent, wherein the prospective sponsor offers to purchase the building for rehabilitation in accordance with the Controls of the Plan. Said Letter of Intent will be accompanied by a deposit of $500, which may be refunded, may be credited towards the purchase price of the building or may be payable to the City as liquidated damages in accordance with the terms thereof. (A sample Letter of Intent is available upon request).
3. The Architectural division of the Field Office will make field studies, develop 1/8 inch scale Layout Drawings and an Outline of Specifications for the rehabilitation (incorporating, where indicated, the needs of the prospective purchaser for his personal use and the optimum use for the balance of the building) in accordance with the standards of the Housing and Redevelopment Board (copies of which are available upon request) and

the Minimum Property Standards of the F.H.A. Written approval of the Layout Drawings and the Outline of Specifications will be obtained from the prospective purchaser. (See Sample Layout Drawing and Outline of Specifications, Pages 10-15).

4. The Field Office will submit an application, in behalf of the prospective sponsor and the Housing and Redevelopment Board, for a Letter of Mortgage Analysis from the F.H.A. (See Sample Application for Letter of Mortgage Analysis, Pages 17-19).
5. The Field Office will furnish the prospective purchaser with copies of the plans and specifications with which he may obtain bids for the alteration from competent contractors.
6. A copy of the Letter of Mortgage Analysis from the F.H.A. will be furnished to the prospective purchaser. (See Sample, Page 21).
7. A conference will be held in the Field Office with the prospective purchaser for the purpose of demonstrating the economic feasibility of the program, based on evaluation of construction costs, and a confirmation of mortgage amount. The prospective purchaser will be shown the cash requirement, the rent income, the return on equity and the true cost to him of his own quarters. If he chooses to proceed as the sponsor and if the H.H.F.A. (Housing and Home Finance Agency of the United States of America) and the Board of Estimate of the City approve, a Contract of

Sale, Redevelopment and Rehabilitation will be signed and he will make a down payment of 10% of the purchase price toward which he may apply the $500, previously deposited with the City. (Sample Contract of Sale, Redevelopment and Rehabilitation is available upon request). The Contract of Sale, Redevelopment and Rehabilitation will provide (among other things):

a. After the sponsor makes his down payment, he will hire his own architect, together with whom he will consult with F.H.A. personnel as to submission requirements, and develop 1/4" preliminary drawings and an outline of specifications for the purpose of precommitment submission to the Federal Housing Administration. The sponsor shall submit the plans and specifications to the Housing and Redevelopment Board for approval. The Housing and Redevelopment Board will, when appropriate, issue its approval in writing together with a statement of eligibility for tax abatement and tax exemption, where applicable. The sponsor will arrange through a lending institution for the filing of a formal application to the F.H.A. for mortgage insurance for a redevelopment and rehabilitation conforming to such approved Plans and Specifications. He will simultaneously transmit a copy of the above mentioned H.R.B. approval.

The Field Office staff will assist in processing this application through F. H. A.

b. In the event that the amount of the mortgage insurance offered by the F. H. A. is less than the amount anticipated by the Letter of Mortgage Analysis, the sponsor may refuse to take title and will be entitled to a refund of the entire down payment.

c. In the event that the sponsor rejects an offer of a mortgage equal to or in excess of the amount anticipated in the Letter of Mortgage Analysis, the City will be entitled to keep the entire down payment as liquidated damages.

d. Title is to close immediately prior to the initial closing of an F. H. A. insured mortgage in an amount equal to or in excess of the amount anticipated by the Letter of Mortgage Analysis of F. H. A., or in any lesser amount acceptable to him.

8. Construction shall begin and be completed as provided for in the Contract of Sale, Redevelopment and Rehabilitation (which provides generally that the construction schedules provided for in the building loan agreement, as approved by the F. H. A., shall govern).

9. Section J51-2.5 of the Administrative Code of the City of New

York permits and the sponsor shall be obliged to apply for the granting of tax exemption and tax abatement benefits in cases where Multiple Dwellings are improved by the installation of proper heating facilities, the elimination of conditions dangerous to human life or detrimental to health or in cases where a Class "A" or Class "B" Multiple Dwelling (building containing three or more dwelling units) used in whole or in part for single room occupancy is converted to a Class "A" Multiple Dwelling which is not used in whole or in part for single room occupancy. The rents in such dwellings, subsequent to conversion, alteration or improvement are required to be under rent control and not to exceed the rental fixed by the City Rent and Rehabilitation Administration. Where applicable, processing for such benefits will involve the following steps:

a. During the pre-commitment period of application for F. H. A. Mortgage Insurance, when the working drawings and specifications have been finalized, the sponsor will apply to the Housing and Redevelopment Board for a Certificate of Prior Opinion of Estimated Reasonable Cost for eligible improvements for the purposes of evaluation of tax exemption and abatement benefits.

b. Upon the completion of the rehabilitation, the sponsor will certify the actual costs of the work to the Housing and Re-

development Board and will apply for a Certificate of Reasonable Cost for the work performed.

c. The sponsor will obtain a Certificate of Occupancy from the Department of Buildings indicating that the building is structurally sound and complies with applicable provisions of law.

d. The Housing and Redevelopment Board will obtain a Certificate of Approval from the City Planning Commission indicating that the rehabilitation will not interfere with projected public improvements or the clearance and rebuilding of substandard and insanitary areas. When the property has been improved in conformity with the Final Plan for the West Side Urban Renewal Project, the Housing and Redevelopment Board will so certify.

e. The Sponsor will file the aforementioned certificates with the Tax Commission for tax exemption and abatement benefits between February 1st and March 15th, said benefits to begin on July 1st, the start of the next fiscal year.

f. The Tax Commission will notify the City Rent and Rehabilitation Administration and the Housing and Redevelopment Board of the granting of tax exemption and tax abatement benefits.

g. The Housing and Redevelopment Board will submit to the City Rent and Rehabilitation Administration suggested rent schedules which will comply with the requirements of that agency for the control of rents for the property. Said rent schedules will be consistent with the rental requirements of the F. H. A.

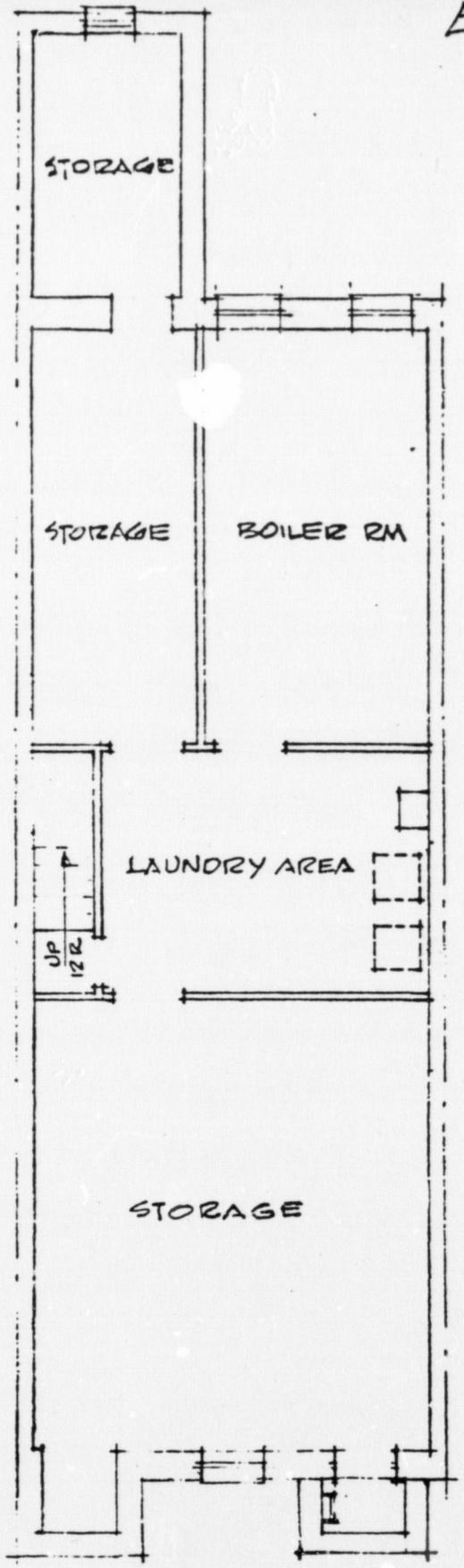
10. If costs of operation or inflationary trends create hardships for owners of rehabilitated brownstones under the above ceilings, relief will be sought by application to the F. H. A. for higher rent ceilings. Pursuant to such adjustments, the Housing and Redevelopment Board will in turn advise the Rent and Rehabilitation Administration of same for revision of rent controls.

11. During the ninth year (when the abatement will end) and the twelfth year (when tax exemption ends) rent schedules will be revised to permit necessary increases.

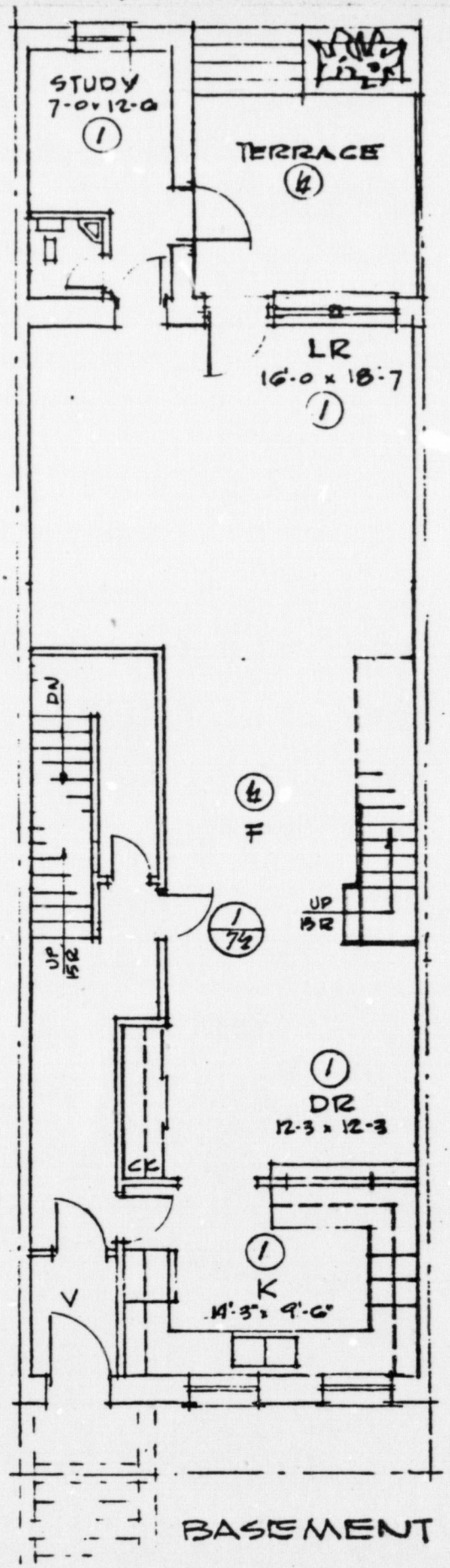
* *

(This statement of procedures sets forth a digest of some of the principal provisions of the Letter of Intent and of the Contract of Sale, Redevelopment and Rehabilitation. For a full and complete statement of the provisions of the Letter of Intent and the said contract, references should be made to said documents which are available for inspection).

E-141



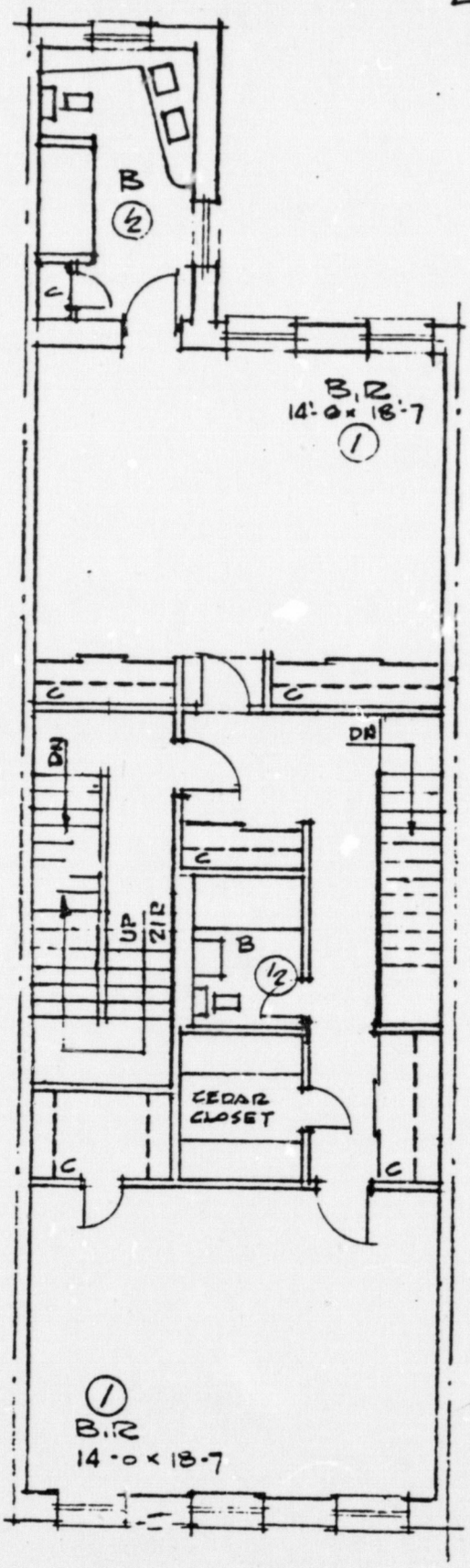
CELLAR



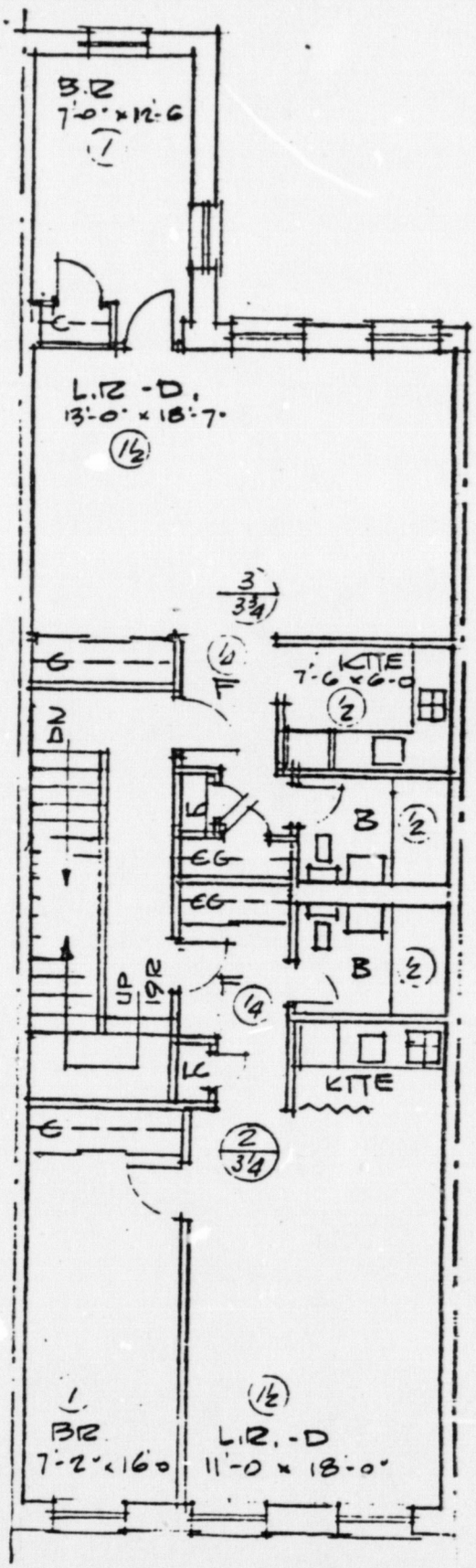
BASEMENT

1/8" SCALE LAYOUT DRAWING

E-142



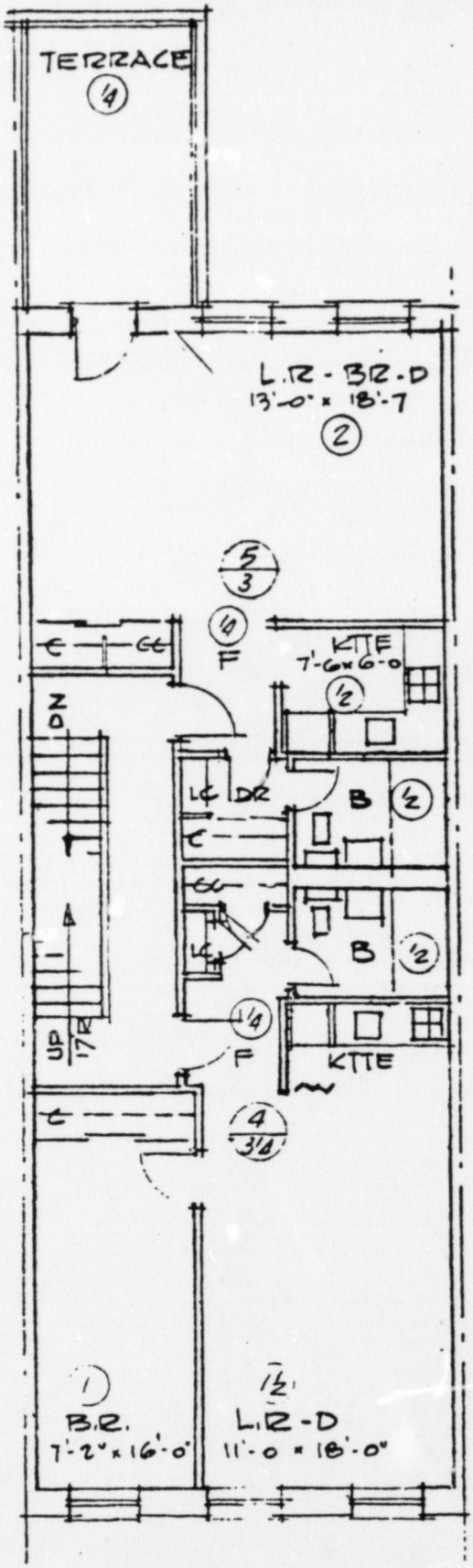
FIRST FLOOR



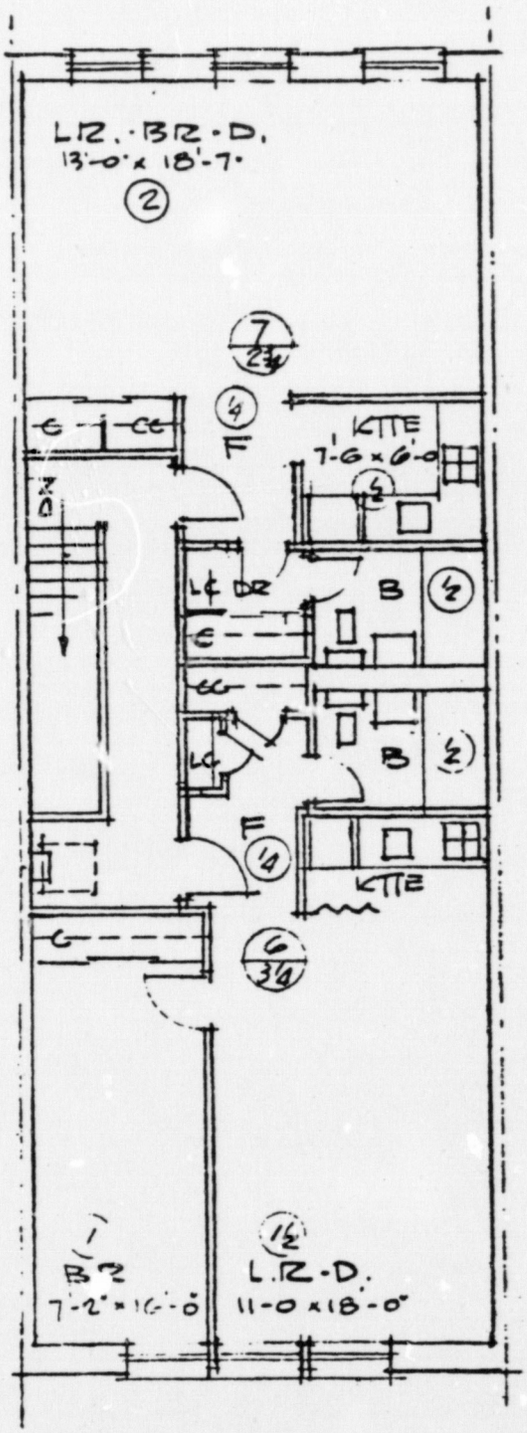
SECOND FLOOR

1/8" SCALE LAYOUT DRAWING

E-143



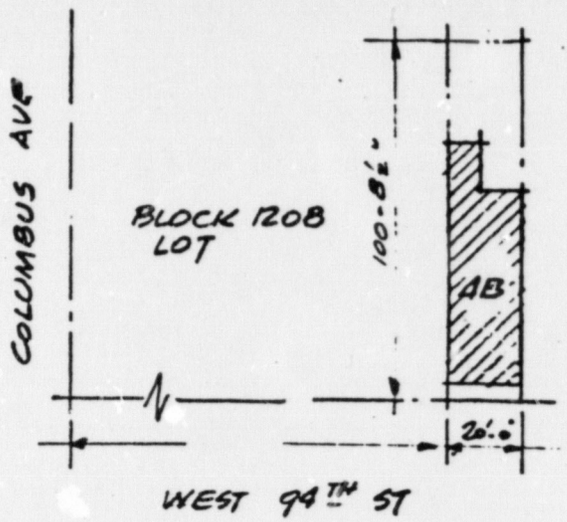
THIRD FLOOR

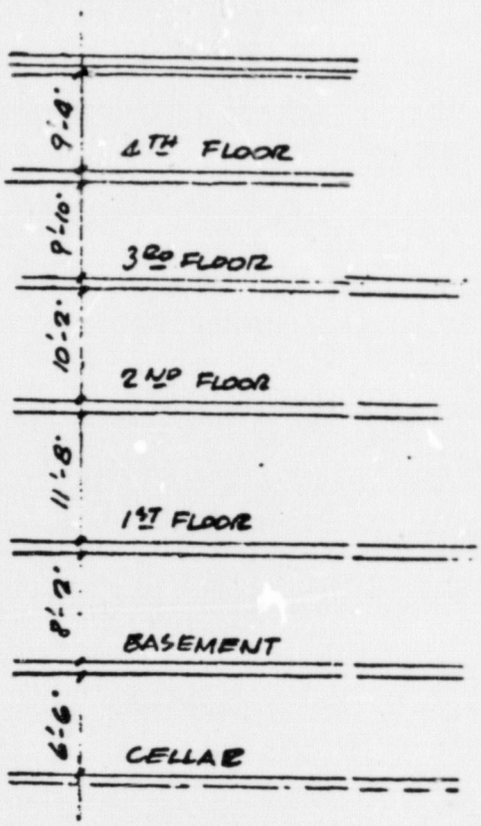


FOURTH FLOOR

1/8" SCALE LAYOUT DRAWING

E-144





F.H.A. ROOM COUNT

APT	ROOMS
1	7½
2	3¼
3	3¼
4	3¼
5	3
6	3¼
7	2¾
TOTAL Nº OF FHA ROOMS	26¼

CUBAGE :

20-0 × 55-3 × 62-8	=	69.240
8-8 × 13-7 × 41-0	=	4838
TOTAL		74.078 CU FT

REVISIONS	WEST SIDE REHABILITATION PROJECT	SCALE 1/8"-1'-0
	WEST 94TH ST.	DRAWN WB
		CHECKED
	NEW YORK N.Y.	DATE
	CITY OF NEW YORK	DWG Nº
	HOUSING & REDEVELOPMENT BOARD	1 OF 1

1/8" SCALE LAYOUT DRAWING

HOUSING AND REDEVELOPMENT BOARD
CITY OF NEW YORK
WEST SIDE URBAN RENEWAL PROJECT

E-145

OUTLINE SPECIFICATION FOR BROWNSTONE REHABILITATION - TITLE 220
(conforming to FHA Form 2435)

Location: _____

Owner: _____

		Est. Cost
1.	Demolition & Removals: Stoop, all interior partitions and finishes, stairs, windows, defective plaster or masonry, walls and ceilings, entire existing plumbing, heating and electric systems.	$2,840.
2.	Concrete Work: Repair and patch cellar floor, new retaining wall, steps, paving at front yard, new paving at rear yard.	$ 760.
3.	Masonry Work: Patch existing work where stoop is removed, provide new and/or close existing openings as shown; cinder block cellar partitions, new terra cotta lined flue in place of existing flues, close up existing fireplaces. Repair parapet walls, copings and chimneys at roof. Steam clean street facade.	$1,180.
4.	Dampproofing and Water Proofing: None	-
5.	Concrete Floors and Cement Work: Repair cellar floor slab, exterior pavings and steps (see item 2), cement treads for steel stairs.	$ 572.
6.	Rough Carpentry Work: Stud partitions (2" X 4" - 16 o.c. No. 2 fir). Bearing partitions (4" X 4" - 16 o.c.). Reinforce existing floor construction with new 3 X 10 No. 1 Doug. fir as required, renail headders and trimmers, frame new openings. Plywood sub-floors at new openings, and under resilient floor tile and where existing floors are defective.	$4,175.
7.	Finished Wood Flooring: 25/32" red oak throughout, except bathrooms, kitchens and public halls, scraped, sanded, two coat shellac finish.	$2,410.
8.	Miscellaneous Millwork and Carpentry: Wood base and trim throughout.	$2,890.
9.	Window, Frames and Glazing: New 1 3/8" wood double hung in new frames where existing defective, new trim.	$1,950.
10.	Doors and Frames: Exterior doors - pine, interior frames - hollow metal. Exterior doors - 1 - 3/4" solid core wood, interior doors - 1 - 3/8" masonite, sliding closet doors - 3/4" particle board.	$2,160.
11.	Stairs: New steel stair and railings, cement treads.	$1,580.
12.	Miscellaneous Iron and Structural Steel: New steel beam under bearing partition in cellar; sidewalk door for cellar exit; ladders; wrought iron railing at front yard.	$ 385.
13.	Lathing and Plastering: Rocklath walls and ceilings with three (3) coats plaster, hard white finish.	$3,870.
14.	Insulation: At roof, full thick batts.	$ 400.

E-146

15.	Roofing: New Fifteen year composition over existing roof.	$	650.
16.	Sheet Metal: Aluminum flashing, gutter and leader, vent ducts.	$	475.
17.	Painting: Walls - 3 coats; ceilings - 2 coats; wood - 3 coats; metal - 1 shop coat plus 2 coats; kitchens and baths - enamel; rear building wall - 1 coat masonry paint.	$	3,420.
18.	Finish Hardware: Allowance $20. per apartment	$	160.
19.	Tile Work in bathrooms: Ceramic tile floors; adhesive applied glazed tile wainscot 4'0" high, 6'0" at tub, 5 accessories, marble saddle	$	2,500
20.	Resilient Floors: Public halls - asphalt tile "C" grade, kitchens-vinyl asbestos tile.	$	300.
21.	Weather Stripping and Caulking: All windows and exterior doors	$	360.
22.	Refrigerators: Under-counter type - 6 cu. ft.; others 10 cu. ft.	$	1,100.
23.	Ranges: Gas, four burner and oven.	$	630.
24.	Kitchen Cabinets: Metal, plastic tops, stainless steel edging.	$	2,300.
25.	Medicine Cabinets: 16 x 22 with mirror and 3 shelves	$	140.
26.	Plumbing: Complete new sanitary, hot and cold water system connected to existing house sewer and water supply.	$	8,500.
27.	Heating: Complete new one pipe steam wet return system, using existing oil fired boiler with integral hot water coil, new convectors. Exhaust ventilation system for bathrooms and kitchens.	$	6,000.
28.	Electric: Complete new service, wiring system and outlets, as per Electric Code.	$	2,450.
29.	Electric Fixtures: For public areas, foyers, kitchens and baths.	$	180.
30.	Shades: For all windows.	$	210.
31.	Sprinkler System: For public halls.	$	750.
32.	Site Work: Allow $200. for landscaping. New wood rear yard fence; pavings and steps as shown.	$	200.
		$	55,497

CONSTRUCTION COST	$55,497.
BOND	450.
BUILDER'S OVERHEAD & PROFIT	6,000.
ARCHITECT'S FEE	3,000.
TOTAL	$64,947.

E-147

E-148

THE CITY OF NEW YORK

Housing and Redevelopment Board

2 LAFAYETTE STREET • NEW YORK, N.Y. • 10007

MEMBERS

MILTON MOLLEN
Chairman
WALTER S. FRIED
Vice-Chairman
HERBERT B. EVANS

DATE:

Mr. Ralph Morhard
Federal Housing Administration
2 Park Avenue
New York, N. Y.

Re: West Side Urban Renewal Area -
Site Address:

Dear Mr. Morhard:

We submit herewith two sets of complete plans, two copies of the Request for Mortgage Analysis, and two copies of the Outline Specification to cover the rehabilitation of the above-captioned building. In accordance with our previous discussions, we have used our simplified forms.

We trust that the above will meet with your approval and we would appreciate receiving the Mortgage Analysis determining the feasibility for this project at your earliest convenience.

Very truly yours,

Encl.

HOUSING AND REDEVELOPMENT BOARD
CITY OF NEW YORK
WEST SIDE URBAN RENEWAL PROJECT

E-149

REQUEST FOR MORTGAGE ANALYSIS FROM FEDERAL HOUSING ADMINISTRATION
FOR BROWNSTONE REHABILITATION

---

1. Location of Project:

2. Owner:

3. Size of Plot: 20'0" x 100'8½"

4. Size of Building: 20'0" x 56'0" plus extension cellar, basement, 1st & 2nd floors.

5. Type: Existing Class "B"; convert to Class "A"

6. Height: Cellar plus 5 floors

7. Architect: To be chosen

8. Attorney: To be chosen

9. Number of Family Units: 7

10. Number of Rooms 26¼

11. Apartment Distribution:

2 Efficiency units @ approximately $122.	$2,928.
4-1 B. R. units @ approximately $165.	7,920.
1 Duplex apartment @ $325.	3,900.
	$14,748.

12. Anticipated Rents After Tax Exemption Expires:

Income @ 100%	$14,748.
Less: 5% Vacancies	737.
Income @ 95%	$14,011.
Plus: Income From Laundry & Drying	-

13. TOTAL INCOME @ 95% ---------- $14,011.

14. Expenses:

Operating & Maintenance, Incl. Replacement		
26¼ Rooms @ $112.	$2,940.	
Taxes: $70,000. @ $4.27	2,989.	
TOTAL		$ 5,929.
Balance for Debt Service & Dividends		$ 8,082.

15. Debt Service

Interest 1st Year $90,000. @ 5¼%	$4,725.	
Amortization $90,000 @ 1%	900.	
FHA Insurance $90,000 @ ½%	450.	
TOTAL		$ 6,075.
Dividends		$ 2,007.

E-150

REQUEST FOR MORTGAGE ANALYSIS FROM FEDERAL HOUSING ADMINISTRATION
FOR BROWNSTONE REHABILITATION

16. Estimated Development Costs:

Construction, incl. demolition, on site utilities and landscaping	$55,497.	
Bond	450.	
Builder's Overhead & Profit	6,000.	
Architect's Fee	3,000.	
TOTAL		$ 64,947.

17. Carrying Charges and Financing:

Interest during construction 6 mos. @ 5¼%	$ 1,181.	
Taxes " "	360.	
Insurance " "	472.	
FHA Insur. & Inspection	900.	
FHA Processing	270.	
Financing - 1½%	1,350.	
Closing Costs	520.	
TOTAL		$ 5,053.

18. Legal and Organization: $ 2,000.
TOTAL - Items 16, 17, and 18 $ 72,000.

19. Land and Building (present) $ 36,000.
TOTAL VALUATION $108,000.
Less: Mortgage Requirement 90,000.
EQUITY 18,000.
Working Capital 1,800.
Off-Site Construction ----
TOTAL ESTIMATE SETTLEMENT REQUIREMENTS $ 19,800.

Rents to be charged on the basis of tax exemption and tax abatement, it being understood that the full sum of tax benefits will be pro-rated on the basis of 2/3 of the savings to be returned to the tenants in the form of reduction in rentals and 1/3 to the owner. These rents will be controlled by The City of New York.

2 Efficiency Apartments to Rent @ $110. Instead of $120.
4-1 B. R. Apartments to Rent @ $140. Instead of $165.
1-Duplex Apartment to Rent @ $293. Instead of $325.

Submitted by: HOUSING AND REDEVELOPMENT BOARD

Date: _____

E-151

E-152

FEDERAL HOUSING ADMINISTRATION

June 30, 1964

Office of
THE DIRECTOR
2 Park Avenue
New York, New York 10016

IN REPLY PLEASE REFER TO:
Pre-Application Division

Housing and Redevelopment Board
2 Lafayette Street
New York, New York

Re: SC- -R
West 94th Street
New York, New York

Gentlemen:

We wish to advise you that we have completed our preliminary analysis of the proposal for the rehabilitation of the subject property as part of the West Side Urban Renewal Program.

Our findings on this case are based on the assumption that this property is to be acquired by the proposed mortgagor. We have given no consideration to any outstanding existing indebtedness.

Following are the various mortgage criteria:

1. 90% of cost -- $96,300.
2. Debt service -- $89,300.
3. Debt service (with tax abatement) -- $105,100.
*4. Limit based on $3,550 per room -- $98,500.

The maximum mortgage amount based on 90% of cost and tax abatement will be $96,300. We note that your estimated mortgage amount was $90,000.

Our analysis was based on the submitted plans and outline specifications. No analysis was made of the estimate of construction costs nor of the ability of the proposed mortgagor to provide the necessary funds to complete the project.

Very truly yours,

Ralph W. Morhard
Director

* As per the National Housing Act of 1964, effective September 2, 1964, this statutary limitation will be based on maximum permissable amounts for apartment units varying numbers of bedrooms. In this instance the limitation would be $122,150.

E-155

LIST OF CITY OWNED BROWNSTONES

(in the West Side Urban Renewal Area, as of September 25, 1964)

STREET ADDRESS		BLOCK	LOT	REUSE PRICE
11A	West 94th St.	1208	127	$31,000
15	West 94th St.	1208	27	
17	West 94th St.	1208	26	
23	West 94th St.	1208	24	
27	West 94th St.	1208	122	22,000
29	West 94th St.	1208	22	
34	West 94th St.	1207	45	25,000
40	West 94th St.	1207	47	23,000
55	West 94th St.	1208	13	
7	West 95th St.	1209	27	34,000
9	West 95th St.	1209	9	30,500
18	West 95th St.	1208	42	22,500
21	West 95th St.	1209	23	24,000
30	West 95th St.	1208	46	22,500
31	West 95th St.	1209	19	21,000
49	West 95th St.	1209	113	25,000
51	West 95th St.	1209	13	25,000

E-156

THE CITY OF NEW YORK

E-157

ORIGINAL

PLAINTIFF'S EXHIBIT 14 - TRINITY SCHOOL CONTRACT (PLAINTIFF'S EX.)

AGREEMENT

BETWEEN

THE CITY OF NEW YORK

AND

TRINITY EPISCOPAL SCHOOLS CORPORATION
formerly known as New York Protestant Episcopal
Public School

Dated June 20, 1968

E-158

TABLE OF CONTENTS

	PAGE
Recitals	1
ARTICLE I—CONVEYANCE	
101. Agreement to Sell and Purchase and Description of Area to be Conveyed	4
102. A. Purchase Price	5
B. Time of Conveyance; Condition of Area at such time; Type of Deed	6
C. Extraordinary Excavation & Foundation Costs	7
103. A. Certain Conditions of Conveyance	10
B. Certain Additional Conditions of Conveyance	10
104. Merger of Pre-existing Covenants	12
105. Reimbursement of Damages for Change of Grade	12
ARTICLE II—CONSTRUCTION	
201. Obligation of Redeveloper to Effectuate Project; Preference to Site Tenants; Restrictions on Use of Vacant Land	12
202. Compliance with Urban Renewal and Site Plan; Preparation of Plans; Performance Bond Requirement	15
203. A. Time for Completion of Construction	17
B. Enforced Delays	18
C. Work Schedules	19
204. Progress Reports	20
205. Installation of Sidewalks	20
206. Zoning	21
207. Definition of Urban Renewal Area	21

E-159

PAGE

ARTICLE III—EQUAL EMPLOYMENT OPPORTUNITIES UNDER FEDERAL AND STATE LAWS

301. Inspection of Construction 21

302. Federal Non-Discrimination Covenants 21

303. State Non-Discrimination Covenants 23

304. Advertising 25

ARTICLE IV—CONVEYANCE OF HOUSING SITE; MORTGAGE UNDER ARTICLE II OF THE PRIVATE HOUSING FINANCE LAW, RESTRICTION ON TRANSFER OF PROJECT PRIOR TO COMPLETION

401. A. Sale of Housing Site 25

B. Purchase Price 33

C. Construction and Sale of Improvements 33

402. Agreement not to Lease or Sell for Profit 34

403. Agreement not to Sell or Encumber 34

404. Agreement not to Mortgage 37

405. Agreement not to Sell Real Property Until Completion of the Project 37

406. A. No Restriction on Transfer of Project After Completion 38

B. No Restriction on Dissolution of Housing Company After Completion 38

ARTICLE V—GENERAL PROVISIONS

501. Non-Discrimination 39

502. Remedies of Parties 39

503. Default by Redeveloper prior to Completion of Project 39

504. Covenants in City's Deed of Conveyance 41

E-160

PAGE

505. Agreement for Benefit of Redeveloper and City only .. 42

505. A., B. and C. Certain Covenants for Benefit of City, State and United States of America and owners of land within urban renewal area 42, 43, 44

506. Limitation on Employees of City 46

507. Limitation on Assignment of Agreement 46

508. Covenants Surviving Delivery of Deed 46

509. Counterparts 47

510. Notices under Agreement 47

511. Amendment of Agreement 47

512. Conflict of Interest 47

513. Provisions of this Agreement not merged with Deed .. 48

514. Authorization to Housing and Development Administration for Execution and Delivery of Certificates 48

SCHEDULES:

Schedule A-1 Urban Renewal Contract Between City and Federal Government

Schedule A-2 Urban Renewal Contract between City and State

Schedule B Schedule of Relocation Allowances

Schedule C-1 Urban Renewal Plan

Schedule C-2 Project Plan

E-161

AGREEMENT entered into as of the 20th day of June, 1968, by and between The City of New York, a municipal corporation of the State of New York (hereinafter referred to as the "City") and TRINITY EPISCOPAL SCHOOLS CORPORATION formerly known as New York Protestant Episcopal Public School (hereinafter referred to as the "Redeveloper"), a corporation duly organized pursuant to an act of the legislature of the State of New York, having its principal place of business at 74 Trinity Place, New York, New York.

WHEREAS, substandard and insanitary conditions exist in the West Side Area (designated in Schedule C-1, annexed hereto) to be redeveloped, a part of which Area is defined in Paragraph 101 hereof and is hereinafter referred to as the "Combined Site" or "Disposition Area" and which said site is a part of the "Urban Renewal Area" or "Area" described in Paragraph 207 hereof, as such terms are used in Title I of the Housing Act of 1949, as amended and supplemented; and

WHEREAS, the City desires to effectuate the clearance, replanning, reconstruction and neighborhood rehabilitation of said deteriorating Area in order to provide for housing, and to make adequate provision for educational facilities and recreational and other facilities appurtenant thereto, in cooperation with the Federal Government as provided in Title I of the Housing Act of 1949 and all Federal laws amendatory and supplemental thereto; and

WHEREAS, as City has negotiated with the Secretary of the Department of Housing and Urban Development of the Federal Government (hereinafter referred to as the "Secretary") and has entered into a contract with the Federal government, under said Title I of the Housing Act of 1949, as amended and supplemented, pertaining to the clearance, replanning, reconstruction and neighborhood rehabilitation of said Area, a copy of which contract is annexed hereto as Schedule A-1; and

WHEREAS, the City has negotiated with the Commissioner of Housing and Community Renewal of the State of New York (hereinafter called the "Commissioner"), and has entered into a contract

E-162

with the State of New York, under the General Municipal Law of the State of New York, as amended and supplemented, pertaining to the clearance, replanning, reconstruction and neighborhood rehabilitation of said Area, a copy of which contract is annexed hereto as Schedule A-2; and

WHEREAS, the City has acquired all real property (not owned by it) in said Combined Site by condemnation, vesting title in the City upon entry of the order of condemnation in the proceedings thereof, and shall sell, convey and otherwise dispose of the real property in said Combined Site (more particularly described in Paragraph 101 hereof) upon such terms and provisions as shall insure the clearance, replanning, reconstruction and neighborhood rehabilitation of the Combined Site by the Redeveloper, all as provided herein; and

WHEREAS, the City Planning Commission of the City of New York (hereinafter referred to as the "City Planning Commission") has held public hearings following notice of the date, time, place and purpose of such hearings, with respect to the conditions existing in said Area; and

WHEREAS, following such hearings, the City Planning Commission has found that deteriorating factors and conditions exist in the said Area and designated the same accordingly pursuant to the provisions of the General Municipal Law, as amended; and

WHEREAS, the Board of Estimate having held a public hearing thereon, following notice of the date, time, place and purpose of such hearing has found that:

(A) (1) The financial aid to be provided by the Federal Government and the State of New York in the respective contracts between the City and the Federal Government, and the City and the State of New York, annexed hereto as Schedules A-1 and A-2, is necessary to enable the land in said Area to be redeveloped in accordance with the Urban Renewal Plan annexed hereto as Schedule C-1; (2) the Urban Renewal Plan affords maximum opportunity consistent with the sound needs of the locality as a

E-163

whole, for the redevelopment of such Area by private enterprise; and (3) the Urban Renewal Plan conforms to a general plan for the development of the locality as a whole; and

(B) The acquisition by the City of all real property (not owned by it) in said Area by condemnation and sale is in the interest of the City and the health and welfare of its residents; and

WHEREAS, there has been formulated and presented to the City Planning Commission for consideration and approval a plan (herein called the "Urban Renewal Plan"), annexed hereto and marked Schedule C-1 and hereby made a part of this Agreement, which Urban Renewal Plan provides for the demolition, clearance and redevelopment of said Urban Renewal Area and the construction thereon of fireproof multiple dwellings, and such educational, business, commercial, parking, cultural and recreational facilities as are deemed reasonably incident thereto, and which Urban Renewal Plan was unqualifiedly approved by the City Planning Commission and Board of Estimate for a project under Title I of the Housing Act of 1949, as amended and supplemented, after public hearings thereon; and

WHEREAS, the Housing and Development Administration (hereinafter sometimes referred to as "HDA"), as the supervising agency and the Board of Estimate of the City have determined that the acquisition of the real property in the Combined Site by the Redeveloper is necessary or convenient for the public purpose; and

WHEREAS, the Redeveloper shall undertake the improvement of the Combined Site, and to replan, reconstruct and accomplish neighborhood rehabilitation of the Combined Site; and

WHEREAS, the Redeveloper proposes to purchase the real property in the Combined Site from the City upon the terms and conditions hereinafter set forth and to undertake the development of educational and housing facilities in accordance with the Urban Renewal Plan (said facilities herein called the "Project"), and, Article 15 of the General Municipal Law, as amended; and

E-164

WHEREAS, the Redeveloper shall hereafter convey a portion of the Combined Site to a corporation organized under Article II of the Private Housing Finance Law, as hereinafter more particularly described; and

WHEREAS, the parties hereto desire to enter into this Agreement relating to the acquisition by the Redeveloper of the Combined Site and the construction of the Project, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and agreement of the other party hereto, does COVENANT AND AGREE as follows:

ARTICLE I

CONVEYANCE

101. The City agrees to sell and convey to the Redeveloper and the Redeveloper agrees to purchase from the City, all those plots, pieces or parcels of real property situate, lying and being in the Borough of Manhattan, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly line of Columbus Avenue with the southerly line of West 92nd Street; running

THENCE southerly, along the westerly line of Columbus Avenue, 201 feet 5 inches to its intersection with the northerly line at West 91st Street;

THENCE westerly, along the northerly line of West 91st Street, 150 feet;

THENCE northerly, parallel with the westerly line of Columbus Avenue, 201 feet 5 inches to a point in the southerly line of West 92nd Street;

THENCE easterly, along the southerly line of West 92nd Street, 150 feet to the point or place of BEGINNING.

E-165

The area contained in the foregoing description contains approximately 30,213 square feet.

The parcel hereinabove described is hereinafter referred to as the "Combined Site" or "Disposition Area."

102. A. The purchase price of the Disposition Area shall be Two Hundred Eighty-five Thousand Nine Hundred Thir[illegible]ree ($285,933.00) Dollars, payable as follows:

(1) Twenty-eight Thousand Five Hundred Ninety-three ($28,593.00) Dollars upon the signing of this Agreement by certified check or bank draft drawn upon a bank doing business in the City of New York, subject to collection, made payable to the order of the Director of Finance of The City of New York.

(2) Two Hundred Fifty-seven Thousand Three Hundred Forty ($257,340.00) Dollars upon the delivery of the deed of the Disposition Area as hereinafter provided in subdivisions B (1 and 2) of this Paragraph 102, by the execution and delivery by the Redeveloper to the City of a purchase money note and mortgage in that amount covering the Disposition Area, for a term of three years, with interest on the unpaid balance of principal at the rate of 6% per annum payable quarter-annually, and amortization of principal at the rate of 4% per annum of the original amount of such note and mortgage payable quarter-annually.

The Redeveloper is granted the privilege of reducing the outstanding balance due on the note and mortgage in multiples of $1000 by making prepayment in part concurrent with interest payments, or by making prepayment in full of the entire outstanding balance, together with interest to date of payment, at any time, and without penalty for any such prepayment.

The mortgage will contain appropriate provisions that in the event the mortgagor, its successors or assigns, or subsequent owner of the mortgaged premises fails or refuses to comply with the terms and conditions thereof, or in the payment of the obligations thereunder, and as a result the mortgage is foreclosed and the premises sold at public auction pursuant to judgment of foreclosure and sale

E-166

and from which sale surplus monies are available for distribution, the mortgagor agrees for and on its own behalf and on behalf of its successors, assigns or subsequent owner that the surplus monies, if any, shall be payable to the City of New York as liquidated damages for the failure by the mortgagor, its successors or assigns or subsequent owner of the premises to comply with this Agreement.

The note and mortgage to be executed by the Redeveloper shall be in the form attached hereto as Schedule A-3. Such purchase money note and mortgage shall be drawn by the Corporation Counsel, and the Redeveloper shall pay to The City of New York the sum of $200 therefor. The Redeveloper shall pay all mortgage taxes, stamp taxes, if any, and recording fees.

B. (1) The City shall notify the Redeveloper in writing within ten (10) days from the date of completion of demolition activities that the City will convey title to the Disposition Area to the Redeveloper on a date at least ten (10) days from the date of such notice and such written notice shall specify the date of such conveyance and closing of title to the Redeveloper.

(2) The conveyance of title to the Disposition Area from the City to the Redeveloper shall be in the form of a bargain and sale deed with the covenant provided for by Section 13 of the Lien Law, and such deed shall be delivered by the City to the Redeveloper on the date specified for such conveyance in the written notice given by the City to the Redeveloper in accordance with subdivision B(1) of this Paragraph 102, the time of which shall be during normal business hours and the place of which shall be in New York County.

(3) The City shall relocate and remove all tenants and occupants from the Disposition Area and shall demolish and remove all buildings and structures thereon; such demolition shall be to the present curb level, and, notwithstanding any provisions in this Agreement to the contrary, the City and shall not be required to convey the deed to the Disposition Area to the Redeveloper until such relocation, removal and demolition have been completed.

(4) All dates referred to in this Paragraph 102 shall be deemed of the essence.

E-167

(5) In the event that the Redeveloper shall default in its obligation under subdivision A(2) of this paragraph to execute and deliver its purchase money mortgage or to accept and close title on the date fixed in the written notice given by the City in accordance with subdivisions B(1) and (2) of this paragraph, then, in such event, the City shall retain all sums paid to the City by the Redeveloper pursuant to the provisions of subdivision A(1) of this paragraph, as liquidated damages without any deduction or offset whatsoever and thereupon this Agreement shall be null and void and neither party shall have any further obligation hereunder.

C. The Redeveloper and the City agree that an allowance of Eighty-one Thousand Five Hundred Sixty-seven ($81,567.00) Dollars has been made in reduction of the purchase price for the Combined Site by reason of extraordinary excavation and foundation costs anticipated in development of the Combined Site because of abnormal subsurface conditions disclosed upon preliminary investigations of the Combined Site. In consideration of the execution and delivery by the Redeveloper and the City of this Agreement and delivery of the deed to the Combined Site, the parties agree as follows:

(1) If after completion of all excavation and foundation work, such extraordinary excavation and foundation costs shall not total at least the sum of Eighty-one Thousand Five Hundred Sixty-seven ($81,567.00) Dollars, the Redeveloper will pay to the City as an additional purchase price for the Combined Site a sum equal to the difference between Eighty-one Thousand Five Hundred Sixty-seven ($81,567.00) Dollars and such extraordinary excavation and foundation costs. Said payments shall be made by the Redeveloper within thirty (30) days after written demand therefor by the HDA, and, until paid, such additional purchase price shall be a lien upon the Combined Site, subject, however, to the First Mortgage on the Combined Site.

(2) If after completion of all excavation and foundation work, such extraordinary excavation and foundation costs shall total in excess of Eighty-one Thousand Five Hundred Sixty-seven ($81,567.00) Dollars, the City will allow to the Redeveloper as a further reduction in the purchase price for the Combined Site the amount by which such extraordinary excavation and foundation

E-168

costs shall exceed Eighty-one Thousand Five Hundred Sixty-seven ($81,567.00) Dollars but in no event shall the Redeveloper pay less than fifty cents (50¢) per square foot of permitted floor area irrespective of the total extraordinary excavation and foundation costs, and the Comptroller of the City of New York, upon authorization and approval by the Board of Estimate, shall refund to the Redeveloper a sum equal to such excess.

(3) The amount of any such extraordinary excavation and foundation costs, if any, and the amount of any resulting increase or decrease of the purchase price, shall be determined by the Housing and Development Administration, after consultation with and concurrence by the Federal Department of Housing and Urban Development, in accordance with the provisions of this subdivision C of Paragraph 102 and such determination shall be binding and conclusive upon the parties hereto and the General Contractor of the Redeveloper (hereinafter called the "Contractor").

(4) The amount of any such extraordinary excavation and foundation costs hereunder shall be the costs incurred bythe Contractor due to abnormal subsurface conditions of the Combined Site in performing the excavation and foundation work for the Project that are in excess of the costs that would have been incurred by the Contactor in performing the excavation and foundation work for the Project if the Combined Site had normal soil conditions and a normal foundation could have been utilized. Normal soil shall be assumed to have a 3-ton bearing capacity, without any ground water or excess amounts of cut and fill, and it shall be also assumed that a normal foundation is a continuous spread footing placed immediately below a non-structural cellar slab laid on earth, or if no cellar, 4'0" below grade. The following are allowable items of extraordinary excavation and foundation costs: (a) rock excavation—excess cost over earth excavation; (b) piles—entire cost; (c) mats and pile caps—excess cost over a spread footing, based on greater volume, structural reinforcing, etc.; (d) sheet piling, shoring, wellpoint system, pumping and water-proofing—entire cost; (e) framed cellar floors—excess cost over a non-structural slab laid on earth; (f) supports for piping under buildings and for outside utility lines due to soil conditions—entire cost; and (g) major site cut and fill, also fill as

E-169

required in relation to above specific building construction items—only costs of the extra cut and fill required by the abnormal conditions. It is understood that any such excess costs may be incurred by the Contractor either by performing any such extraordinary excavation and foundation work directly, or by letting out any such work to one or more subcontractors under subcontracts which pertain exclusively to such extraordinary excavation and foundation work, or portions thereof, or under subcontracts which combine such extraordinary excavation and foundation work or portions thereof, with other construction work for the Project; and if the costs incurred by the Contractor with respect to such extraordinary excavation and foundation work, or any portion thereof, cannot be segregated from the costs incurred with respect to other construction work for the Project, the cost of such extraordinary excavation and foundation work shall be assumed to be the fair and reasonable price for which a subcontract pertaining exclusively to such work could have been let by the Redeveloper, which fair and reasonable price shall be determined by the Housing and Development Administration after consultation with and concurrence by the Federal Department of Housing and Urban Development. To compensate the Contractor for the performance of any such extraordinary excavation and foundation work, there shall be added to the amount of the aforesaid extraordinary excavation and foundation costs a contractor's fee equal to the amount obtained by multiplying the amount of the aforesaid extraordinary excavation and foundation costs by the Contractor's percentage fee and overhead allowance provided in the Project Plan summary annexed hereto with respect to the other construction work to be performed under such contract, and such Contractor's fee shall be considered in all respects as an extraordinary excavation and foundation cost hereunder.

(5) Prior to the commencement of the Project, the Redeveloper and the Contractor shall agree in writing that, in consideration for the performance of any extraordinary excavation and foundation work, the Redeveloper shall pay to the Contractor a sum equal to the amount of the extraordinary excavation and foundation costs, plus the aforesaid Contractor's fee thereon, that shall be determined by the Housing and Development Administra-

E-170

tion pursuant to the provisions of this subdivision (C) of Paragraph 102, and the Contractor shall otherwise agree to be bound by the provisions o fthis subdivision C.

(6) In the event the Housing and Development Administration requests the Redeveloper in writing to obtain any certificates or reports from any independent third party with respect to such extraordinary excavation and foundation costs, tne Redeveloper shall obtain such certificates or reports, and in such event any sums paid by the Redeveloper to any such third party for any such report or certificate shall be considered in all respects as an extraordinary excavation and foundation cost hereunder.

(7) The provisions of this subdivision C of paragraph 102 shall survive the delivery of the deed.

103. A. The Disposition Area is sold and is to be conveyed by the City to the Redeveloper, as aforesaid, free and clear of all liens and encumbrances, except as herein stated, provided that such sale and such conveyance is and will be made subject to:

(1) All the terms and provisions of the aforesaid contract between the City and Federal government as may be applicable, a copy of which contract is annexed hereto as Schedule A-1, and of the aforesaid contract between the City and the State of New York as may be applicable, a copy of which contract is annexed hereto as Schedule A-2;

(2) Any state of facts an accurate survey will show:

(3) All the terms, covenants and conditions of this Agreement.

B. The Disposition Area is also sold and will be conveyed pursuant to and in accordance with the following:

(1) The Redeveloper shall pay the Real Property Transfer Tax pursuant to Chapter 46, Title I of the Administrative Code, as amended and supplemented, imposed in connection with the conveyance of the property to it.

(2) The Redeveloper agrees as an addition to the purchase price to furnish all revenue stamps required to be affixed upon the

E-171

deed or deeds and all title and mortgage fees required to be paid in connection with this conveyance, if any.

(3) Taxes, assessments, water rates and sewer rents shall be apportioned as of the date of closing of title.

(4) The Redeveloper shall reimburse and pay to the City at the closing of title, all bonuses, relocation allowances and financial assistance to site families, including finder's fees paid by the City, over and above relocation allowances paid by the Federal Government pursuant to Section 114 of the Housing Act of 1949, as amended and supplemented, pursuant to schedules for such payments adopted from Section V of the Relocation Manual for Urban Renewal of the Department of Relocation dated December 1966 and the rules and regulations of the Department of Relocation (now known as the Department of Relocation & Management Services) approved April 12, 1967 (if applicable) attached hereto and made a part hereof as Schedule B except that if on or before the date when title closes a new manual or new Schedules or Regulations are in effect they shall be deemed to govern. In addition, at the closing of title, the Redeveloper shall deposit in a special bank account a sum of money equivalent to the residential tenant's relocation bonus, pursuant to the aforementioned Schedule for such payments, for each residential tenant who has moved from the Disposition Area prior to the closing of title, to an on-site location within the Urban Renewal Area or elsewhere. The said sum of money shall remain on deposit in a special account which shall require all withdrawals to be made upon the signature of the authorized officer or officers on behalf of the Redeveloper and countersigned by the HDA by its Commissioner of Development until the tenant is permanently and finally relocated to a standard apartment at which time the tenant shall be paid by the Redeveloper from such special account a bonus or a relocation allowance. In the event a relocation allowance is paid, finders' fees, if any, shall also be paid from said account by the Redeveloper. Any balance remaining in said special bank account after all said tenants are permanently and finally relocated and such payments made shall be the property of the Redeveloper.

E-172

(5) The Redeveloper will accept the Disposition Area in its "as is" condition on the date of closing of title, it being agreed that the sale of the Disposition Area is only of vacant land.

(6) No brokerage commission shall be paid by the City of New York or by the Redeveloper.

(7) Since the City is to undertake relocation, demolition and site preparation activities prior to conveyance of the Disposition adjourned to a date later than December 31, 1968, then and in that event, the City shall reappraise the value of the Disposition Area, and shall submit the reappraisal price to the Department of Housing and Urban Development, which shall confirm, modify or reject such reappraisal price. If such price is modified or confirmed the Department of Real Estate of the City of New York shall recommend and approve the reuse value or price of the Disposition Area as of a date which shall be no more than 30 days prior to closing of title and thereupon the purchase price in this Agreement shall be amended to conform to such reappraised reuse value or price. In the event the reappraised reuse value or price shall exceed the purchase price as provided for in this Agreement, the Redeveloper shall have the option to terminate this Agreement and, if it so exercises such right of termination, all sums paid by the Redeveloper to the City, shall be returned to it, and upon such repayment or return, this Agreement shall be null and void and neither party shall have any further obligations hereunder provided that such option to terminate be exercised by the Redeveloper by written notice to HDA to be delivered at least one day prior to the date fixed for closing of title hereunder.

104. The City agrees that having acquired title to the real property within the Urban Renewal Area, all covenants and conditions for the maintenance of streets and all other covenants and conditions contained in any grants of real property within the Combined Site which constitutes burdens upon any real property within the said Combined Site shall be deemed to be and shall be destroyed by merger to the extent that the City shall have any rights thereunder. No monetary consideration shall be payable by way of award, damages or otherwise in respect to any such covenants and conditions.

E-173

105. In the event the City is required to pay any damages, awards or expenses by reason of change of grade in any of the streets within or bounding the Disposition Area, necessitated by the contruction of this project, the Redeveloper shall reimburse and pay to the City such damages or awards and interest thereon, and all costs, expenses and salaries of City personnel incurred or paid by the City in connection with such change of grade.

The Redeveloper does not hereby admit any liability to third persons on its part or on the City's part by reason of such change of grade.

The City shall give written notice to the Redeveloper of any claim or claims with respect to such change of grade. The City shall not settle or compromise any such claim or claims without prior consultation with the Redeveloper. The City shall afford the Redeveloper the opportunity to participate in the negotiations for the settlement of any such claim or claims and the trial and defense of any proceedings or actions relating thereto. The Redeveloper may, at its option and at its expense, through counsel of its own choice, participate in any such negotiations and trials. The failure of the Redeveloper so to participate shall not relieve it of its obligations set forth in the first paragraph of this Paragraph 105.

ARTICLE II

Construction

201. As soon as title to the Disposition Area shall have vested in the Redeveloper, it shall proceed to effectuate the Project in accordance with this Agreement. This obligation shall be a covenant running with the land, provided, however, it shall be subject to and limited by the provisions of Paragraphs 103, 504, 505, 505A, 505B and 505C.

Former tenants of the West Side Urban Renewal Area and site tenants in other Title I or public improvement projects in the City shall, without discrimination because of race, color, religion, sex, national origin or ancestry, be given preference in the completed project, provided such tenants meet and comply with all eligibility requirements of the program for which they are applying.

E-174

The Redeveloper will receive from the HDA a list of presumptively eligible priority tenants prior to the rental period of the housing portion of the project. The Redeveloper will be required to notify the tenants on this list, by registered mail, that rentals or sales are beginning and that they have thirty (30) days to exercise their priority for an apartment in the building. HDA will notify the Redeveloper of the beginning of the priority renting period, when both the Disposition Agreement and rent schedule have been approved.

Ten (10) days prior to the expiration of the initial thirty (30) day priority sales period, the Redeveloper shall notify all other West Side priority tenants, not on the presumptively eligible list, and the Housing Resource Unit of the Department of Relocation and Management Services that all interested applicants have sixty (60) days to exercise their priority for an apartment in the apartment building, except that as to the 30% of the apartments allocated to families of lower income herein provided for in this section, interested applicants therefor have one hundred and fifty (150) days to exercise their priority for an apartment in the building. The sixty (60) day and one hundred and fifty (150) day priority periods commence on the day following the expiration of the initial thirty (30) day priority renting period.

Applications by such listed tenants for apartments will be accepted by the Housing and Development Administration at its site office and transmitted to the Redeveloper prior to the completion of the project for consideration.

It is hereby agreed that 30% of the apartments in the apartment building to be constructed will be allocated to families of lower income than the income of families occupying the remainder of apartments by any one or more of the following means as determined by HDA: (a) the Leased Housing Program of the New York City Housing Authority; (b) the Capital Grant Assistance Program of the New York State Housing Finance Agency; (c) Federal Rent Supplement Program; or (d) such other means.

Prior to completion of the improvements to the Combined Site, the Redeveloper shall not rent, license or permit the temporary use of the vacant land therein.

E-175

The Redeveloper shall, at its own cost and expense, erect and maintain two project signs identifying the interests of the Department of Housing and Urban Redevelopment, the State of New York and the City, in such size and form as shall be approved by HDA.

202. The Redeveloper agrees to undertake and carry out, in accordance with the provisions of this Agreement, the construction of all improvements in the Combined Site in accordance with the Urban Renewal Plan and Project Plan contained in Schedules C-1 and C-2 hereof, and in accordance with the Site Plan and unit plans and apartment distribution schedule shown on the unit plans, contained in Schedule C-2 hereof.

It is expressly understood and agreed, however, that the Site Plan contained in Schedule C-2 annexed hereto reflects only possible buildings, building locations and other facilities and site details currently under consideration by the Redeveloper and that said Site Plan may be further corrected, developed or modified from time to time by changing the design, location and character of the building as the Redeveloper may deem necessary or appropriate in the ultimate development of the Combined Site; provided, however, that said Site Plan as further developed or modified by the Redeveloper complies with the requirements of the Urban Renewal Plan. The Site Plan finally developed by the Redeveloper is subject to the approval of the HDA (which approval shall not be unreasonably withheld or delayed).

Copies of new plans relating to the housing portion of the Project shall further be submitted by the Redeveloper to the HDA in at least three copies. HDA shall give priority to and shall expedite in every possible way the review of new plans and shall give its decision as to whether it approves or rejects such new plans in writing to the Redeveloper at the earliest practicable date. If HDA does not reject such new plans as aforesaid, within thirty (30) days after such new plans are submitted to it, such new plans shall be deemed approved.

Notwithstanding any inconsistencies between Schedules C-1 and C-2, it is understood and agreed that the Redeveloper shall be governed by and construct the improvements for the Project pursuant to the more restrictive provisions contained in either Schedule C-1 or C-2.

E-176

The preliminary architectural drawings for the Project to be erected on the Combined Site have been prepared by the Redeveloper and approved by HDA and initialled by it. The Project shall be constructed and completed in accordance with such architectural drawings as they may be amended by the Redeveloper from time to time. With respect to the school portion of the Combined Site any such amendments shall require the prior approval of HDA only if such amendment (i) materially changes the general design, facade or use of the Project, (ii) materially decreases or increases the exterior dimensions of the Project, (iii) tends to weaken or endanger the Project, and any such approval, if required, shall not be unreasonably withheld or delayed.

Upon completion of the Project, the Redeveloper agrees to submit to HDA three sets of tracings or prints showing all work as built. The "as built' drawings shall indicate on their face the locations, elevations and sizes of the work as actually built and installed. Such locations and elevations shall be shown by offset distances from permanent surface improvements such as building, retaining wall or curb, and such sizes shall be shown by dimensions in feet and inches.

The Redeveloper, at the time of the closing of the building loan, will furnish to the City of New York a bond to be issued by a surety company authorized to do business in the State of New York, which shall provide with respect to the Building on the Combined Site to be built by the Redeveloper under such building loan, that if it is not thereafter completed in accordance with the provisions of this Agreement and within the time when required by this Agreement, the surety will pay to the City, a sum equal to ten percentum (10%) of the cost of the construction of such Building not so completed, as liquidated damages. In lieu of such bond, the Redeveloper may, at the time of the closing of such building loan, tender a bond to be issued by a surety company authorized to do business in the State of New York and executed by the general contractor of such Building, in favor of the City and the Redeveloper as their interests may appear, securing the faithful performance and payment of the construction contract relating to such building, in an amount equal to 100% of the contract price under such construction contract.

E-177

203. A. Construction of the improvements on the Combined Site shall be commenced within six (6) months after the date of closing title and shall be completed within two (2) years after the date of closing title. Construction of the improvements of the Combined Site shall be deemed completed when there shall have been issued for all of the buildings on the Combined Site provided for in the site plans of the Project approved in accordance with Paragraph 202 hereof, a temporary or permanent certificate of occupancy by the Department of Buildings of the City of New York.

Promptly after completion of Improvements in accordance with the provisions of this Agreement, the City will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligation of the Redeveloper, and its successors and assigns, to construct the improvements on the dates for beginning and completion thereof.

All such certifications provided for in this Paragraph 203 shall be in such form as will enable them to be recorded in the Office of the City Register for the County of New York. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Paragraph 203, the City shall, within 90 days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating, in adequate detail, in what respects the Redeveloper has failed to complete the improvements in accordance with the provisions of this Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the City, for the Redeveloper to take or perform, in order to obtain such certification.

It is expressly agreed by the parties hereto that the Redeveloper shall not have the authority or power to sell, transfer or lease unimproved project land for redevelopment or construction by a redeveloper other than the Redeveloper unless express provisions for same is made in this Agreement or approval for such sale, transfer or lease is authorized by the Board of Estimate of The City of New York, HDA, Federal Department of Housing and Urban Development and the State of New York.

E-178

B. Anything in this Agreement to the contrary notwithstanding, in the event of any enforced delay or delays in the performance of the Redeveloper's obligations under this Agreement by reason of (1) any acts, laws, rules, regulations or orders of the Federal Government or of the State or City of New York, including but not limited to, controls or restrictions upon or requisitioning of materials, equipment, tools or labor due to war, national defense or emergency; (2) judicial or other legal restrictions on the prosecution of the Project; (3) actions of the City, State or Federal Government; (4) acts of God or of the public enemy, acts of any other contractor or agency in the performance of any contract with the City for work in this area, fires, floods, epidemics, quarantine, restrictions, strikes or other labor disputes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones, riots, civil commotions, insurrections and martial law; or (5) any delay or delays of any contractor or supplier engaged by the Redeveloper because of any of the matters contained in this subdivision B of Paragraph 203, the time for the performance of the Redeveloper's obligations under this Agreement shall be extended, for any one or more of the causes set forth above, for such period as HDA shall reasonably find in writing to be the period of such enforced delay or delays, provided that the Redeveloper notifies HDA in writing, within sixty (60) days after the beginning of such delay or delays, of the delay or delays and the cause or causes thereof. If there should be any enforced delay or delays for causes other than those listed in this subdivision B of Paragraph 203, which delay or delays are beyond the control and without the fault or negligence of the Redeveloper, said delay or delays (but in no event to exceed six months) may be excused in writing for the period of such delay or delays by HDA. Any delay or delays caused by inability to obtain financing (which shall not constitute an enforced delay) may be excused in writing by HDA for a period not to exceed one (1) year beyond the time specified for the construction of the building and improvements. HDA may also excuse in writing the failure to send timely notice of any delay or delays as provided for above.

C. All activities relating to construction of improvements as herein provided shall progress and be performed pursuant to the

E-179

schedule of construction contained in Schedule D annexed hereto and made a part hereof, and the time of performance of said activity may be extended by HDA by reason of the delays specified in this Paragraph 203. The Redeveloper shall submit to HDA for approval, within ninety (90) days after the Redeveloper acquires title to the Disposition Area, a supplemental schedule of construction setting forth the time schedule of completion of portions of such work consistent with and within the respective periods of time mentioned in the first sentence of this Paragraph 203, broken down in quarter-annual intervals. From time to time said supplemental schedule may be revised and amended with the approval of HDA. Upon the failure of the Redeveloper to submit said supplemental schedule within ninety (90) days after the Redeveloper acquires title to the Disposition Area, or in the event that the supplemental schedule so submitted by the Redeveloper shall not be approved by HDA, HDA shall prepare such supplemental schedule. Such supplemental schedule shall supersede Schedule D and shall be deemed part of this Agreement.

From time to time said Schedule D may be revised and amended by the Redeveloper with the approval of HDA, which approval shall not be unreasonably withheld. If the work does not progress in accordance with Schedule D, as amended, or if construction is not completed as provided in Paragraph 203A and such delay or failure to complete on time is not excused by HDA (which excuse shall not be unreasonably withheld) then and in that event the Redeveloper shall be in default under this Agreement and if such default shall continue for a period of sixty (60) days after written notice thereof from the City to the Redeveloper or in the case of such a default which cannot with due diligence and good faith be cured within sixty (60) days, and the Redeveloper fails to proceed to cure same promptly and with due diligence and with good faith (it being intended that in connection with a default not susceptible of being cured with due diligence in sixty (60) days, that the time of the Redeveloper within which to cure such default may be extended for such period as may be reasonably necessary for the curing thereof promptly and in good faith), the City may, subject to the rights of the Building Loan and Permanent Mortgagees to cure such default as provided in Paragraph 503 and subject also to the prior lien of such mort-

E-180

gagees, proceed within ninety (90) days after the expiration of the time of all parties to cure such default, to recapture and obtain a reconveyance of the premises as provided in Paragraph 503 and may also institute such other actions or proceedings as it may deem advisable.

In the event that the delay or delays, referred to in this Paragraph 203, interfere with the performance of some of the Redeveloper's obligations, but do not prevent the performance of other obligations of the Redeveloper particularly, but not limited to, construction, the Redeveloper shall proceed in accordance with this Agreement with those obligations the performance of which are not prevented by such delay or delays, unless HDA in writing shall excuse the Redeveloper from proceeding with all or part of such obligation as herein provided, which excuse shall not be unreasonably witheld.

It is expressly agreed by the parties hereto that the Redeveloper shall not have the authority or power to sell, transfer or lease unimproved project land for redevelopment or construction other than to a limited profit housing company to be created for the purpose of owning, constructing, maintaining and operating the housing portion of the Project in accordance with the Project Plan Summary and with this agreement, particularly Paragraph 401A hereof, unless express provision for same is made in this Agreement.

204. The Redeveloper shall submit a report in writing to HDA within six (6) months after it acquires title to the Disposition Area and every three (3) months thereafter as to the progress of the construction of the improvements on the Combined Site.

205. In connection with the construction of the Project, the Redeveloper, without expense to the City, shall install and construct all sidewalks within the Combined Site, but as to peripheral streets this obligation shall be limited to the side of the street or streets abutting the Combined Site.

206. In accordance with the general plan, HDA shall initiate, within a period of thirty (30) days from the date of execution and delivery of this Agreement, proceedings to zone and rezone the area

E-181

in the City within which the Project is located, and the areas adjacent thereto, in such manner as may be practicable and suitable for operation of the Project and consistent with the Urban Renewal Plan contained in Schedule C-1 and the Project Plan contained in Schedule C-2.

207. The "Urban Renewal Area" or "Area," as such expressions are used in this Agreement, shall mean all of the land included in the West Side Urban Renewal Project as shown on the Boundary Map included in Schedule C-1, which land is located in the Borough of Manhattan, County of New York, City and State of New York.

ARTICLE III

Equal Employment Opportunities under Federal and State Laws

301. The authorized representatives of the City and Federal Government shall be permitted to inspect the activities of the Redeveloper in connection with construction of all new buildings and improvements under this Agreement and the Redeveloper shall also permit the inspection by such authorized representatives of such payrolls and related records pertaining to the foregoing activities.

302. The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all

E-182

qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City advising the said labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order No. 11246, of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Redeveloper will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records and accounts by the City, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this contract, or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part and the Redeveloper may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Paragraph 302 in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a contractor or subcontractor or vendor as a result of such direction by the City, or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions, in any construction contract,

E-183

subcontract or purchase order, : required hereby, the first three lines of this Section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:," and the term "Redeveloper" shall be changed to "Contractor."

303. During the construction of the improvements on the Combined Site under this Agreement, the Redeveloper agrees as follows:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The Redeveloper will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Redeveloper's agreement under clauses (a) through (h) of this Paragraph 303 (hereinafter called "non-discrimination clauses"). If the Redeveloper was directed to do so by the City as part of the bid or negotiation of this contract, the Redeveloper shall request such labor union or representative to furnish it with a written statement that such labor union or representative will not discriminate because of race, color, religion, sex or national origin, and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Redeveloper shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The Redeveloper will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) of this Paragraph 303 and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

(d) The Redeveloper will state, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

E-184

(e) The Redeveloper will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records and accounts by the State Commission for Human Rights, the Attorney General, Municipality, Commissioner of Housing and Community Renewal and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the City upon the basis of a finding made by the State Commission for Human Rights that the Redeveloper has not complied with these non-discrimination clauses, and the Redeveloper may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner of Housing and Community Renewal, until it has satisfied the State Commission for Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Redeveloper and an opportunity has been afforded it to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) If this contract is cancelled or terminated under clause (f) of this Paragraph 303, in addition to other rights of the City provided in this contract upon its breach by the Redeveloper, the Redeveloper will hold the city harmless against any additional expenses or costs incurred by the City in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the City may withhold payments from the Redeveloper in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

(h) The Redeveloper will include the provisions of clauses (a) through (g) of this Paragraph 303 in every contract, subcontract or purchase order altered only to reflect the proper identity of the parties in such a manner that such provisions will be binding upon each contractor, subcontractor or vendor as to operations to be performed within the State of New York. The Redeveloper will take such action in enforcing such provisions of such contract, subcontract or purchase order as the City may direct, including sanctions or remedies for non-compliance. If the Redeveloper becomes involved in or is threatened with litigation with a contractor, subcontractor or vendor as a result of such direction by the

E-185

City, the Redeveloper shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

304. *Advertising.* The Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter the Redeveloper, and its successors and assigns, shall include in all advertising for the sale or rental of the Property, a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, color, religion, sex, or national origin and (b) that there shall be no discrimination in public access and use of the property to the extent that it is open to the public.

ARTICLE IV

Conveyance of Housing Site, Mortgage Loan Under Article II of the Private Housing Finance Law, Restriction on Transfer of Project Prior to Completion

401-A: After completion of construction of the building on the Combined Site, the Redeveloper agrees to sell and convey a portion of the Combined Site together with the buildings and structures located thereon being all that certain lot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

Parcel 1

All that certain space lying between an upper horizontal plane the elevation of which is 119 feet no inches and a lower horizontal plane the elevation of which is 108 feet 1⅜ inches referred to datum level used by the President of the Borough of Manhattan bounded and described as follows:

Beginning at the corner formed by the intersection of the southerly line of West 92nd Street with the westerly line of Columbus Avenue;

running thence westerly along said southerly line of West 92nd Street, 149 feet 8 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 65 feet 8 inches;

E-186

thence easterly parallel with the southerly line of West 92nd Street, 38 feet 3 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 4 feet 7½ inches;

thence easterly parallel with the southerly line of West 92nd Street, 11 feet 8 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 7 feet 2 inches;

thence easterly parallel with the southerly line of West 92nd Street, 25 feet no inches;

thence northerly parallel with the westerly line of Columbus Avenue, 6 feet 11 inches;

thence westerly parallel with the southerly line of West 92nd Street, 1 foot 4 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 2 feet 9½ inches;

thence easterly parallel with the southerly line of West 92nd Street, 20 feet 4 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 29 feet 7½ inches;

thence westerly parallel with the southerly line of West 92nd Street, 3 feet 6 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 11 feet 2½ inches;

thence easterly parallel with the southerly line of West 92nd Street, 59 feet 3 inches to the westerly line of Columbus Avenue;

thence northerly along the westerly line of Columbus Avenue, 26 feet 11 inches to the point or place of BEGINNING.

PARCEL 2

All that certain space lying between an upper horizontal plane the elevation of which is 129 feet 10⅝ inches and a lower horizontal plane the elevation of which is 119 feet no inches referred to datum level used by the President of the Borough of Manhattan bounded and described as follows:

E-187

BEGINNING at a point in the southerly line of West 92nd Street distant 69 feet 7 inches westerly from the corner formed by the intersection of the southerly line of West 92nd Street and the westerly line of Columbus Avenue;

running thence westerly along the southerly line of West 92nd Street, 48 feet 8 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 38 feet 10 inches;

thence easterly parallel with the southerly line of West 92nd Street, 16 feet 6 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 8 feet 11 inches;

thence westerly parallel with the southerly line of West 92nd Street, 16 feet 6 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 8 feet 6 inches;

thence westerly parallel with the southerly line of West 92nd Street, 18 feet 5 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 8 feet 3 inches;

thence easterly parallel with the southerly line of West 92nd Street 18 feet 5 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 15 feet 3 inches;

thence easterly parallel with the southerly line of West 92nd Street, 4 feet no inches;

thence southerly parallel with the westerly line of Columbus Avenue, 5 feet 6 inches;

thence easterly parallel with the southerly line of West 92nd Street, 6 feet 4 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 5 feet 6 inches;

thence easterly parallel with the southerly line of West 92nd Street, 6 feet 2 inches;

E-188

thence northerly parallel with the westerly line of Columbus Avenue, 2 feet 3½ inches;

thence easterly parallel with the southerly line of West 92nd Street, 27 feet no inches;

thence northerly parallel with the westerly line of Columbus Avenue, 6 feet 11 inches;

thence westerly parallel with the southerly line of West 92nd Street, 2 feet no inches;

thence northerly parallel with the westerly line of Columbus Avenue, 9 feet 1 inch;

thence easterly parallel with the southerly line of West 92nd Street, 5 feet 4½ inches;

thence northerly parallel with the westerly line of Columbus Avenue, 7 feet 3 inches;

thence easterly parallel with the southerly line of West 92nd Street, 8 feet 1½ inches;

thence northerly parallel with the westerly line of Columbus Avenue, 15 feet 4½ inches;

thence westerly parallel with the southerly line of West 92nd Street, 6 feet 4 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 38 feet 10 inches to the southerly line of West 92nd Street at the point or place of BEGINNING.

PARCEL 3

All that certain space lying between an upper horizontal plane the elevation of which is 141 feet 5¼ inches and a lower horizontal plane the elevation of which is 129 feet 10⅝ inches referred to datum level used by the President of the Borough of Manhattan bounded and described as follows:

BEGINNING at a point in a line distant 44 feet 11½ inches south of the south line of West 92nd Street which point is also distant 63 feet 3 inches west of the westerly line of Columbus Avenue;

running thence westerly, parallel with the southerly line of West 92nd Street, 4 feet 4 inches;

E-189

thence southerly parallel with the westerly line of Columbus Avenue, 4 feet 11 inches;

thence westerly parallel with the southerly line of West 92nd Street, 17 feet 7 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 5 feet 8 inches;

thence westerly parallel with the southerly line of West 92nd Street, 5 feet 9 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 5 feet 8 inches;

thence westerly parallel with the southerly line of West 92nd Street, 10 feet 10 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 2 feet 1½ inches;

thence westerly parallel with the southerly line of West 92nd Street, 16 feet 6 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 8 feet 6 inches;

thence easterly parallel with the southerly line of 92nd Street, 18 feet 5 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 8 feet 1½ inches;

thence easterly parallel with the southerly line of West 92nd Street, 23 feet 5 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 2 feet 11 inches;

thence easterly parallel with the southerly line of West 92nd Street, 6 feet 9 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 7 feet 3 inches;

thence easterly parallel with the southerly line of West 92nd Street, 6 feet 5 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 9 feet 3 inches to the point or place of BEGINNING.

E-190

PARCEL 4

All that certain space lying between an upper horizontal plane the elevation of which is 141 feet 5¼ inches and a lower horizontal plane the elevation of which is 129 feet 10⅝ inches referred to datum level used by the President of the Borough of Manhattan bounded and described as follows:

BEGINNING at a point in a line distant 70 feet 6½ inches south of the southerly line of West 92nd Street which point is also distant 74 feet 9 inches west of the westerly line of Columbus Avenue;

running thence westerly parallel with the southerly line of West 92nd Street, 3 feet 2 inches;

thence southerly parallel with the westerly line of Columbus Avenue, no feet 5 inches;

thence westerly parallel with the southerly line of West 92nd Street, 18 feet 8 inches;

thence northerly parallel with the westerly line of Columbus Avenue, no feet 5 inches;

thence westerly parallel with the southerly line of West 92nd Street, 3 feet 2 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 6 feet 11 inches;

thence easterly parallel with the southerly line of West 92nd Street, 25 feet no inches;

thence northerly parallel with the westerly line of Columbus Avenue, 6 feet 11 inches to the point or place of BEGINNING.

PARCEL 5

All that certain space lying between an upper horizontal plane the elevation of which is 153 feet 5¼ inches and a lower horizontal plane the elevation of which is 141 feet 5¼ inches referred to datum level used by the President of the Borough of Manhattan bounded and described as follows:

E-191

BEGINNING at a point in a line 50 feet 6½ inches south of the southerly line of West 92nd Street which point is also distant 67 feet 7 inches west of the westerly line of Columbus Avenue;

running thence westerly parallel with the southerly line of West 92nd Street, 14 feet 1 inch;

thence southerly parallel with the westerly line of Columbus Avenue, 5 feet no inches;

thence westerly parallel with the southerly line of West 92nd Street, 14 feet 6 inches;

thence northerly parallel with the westerly line of Columbus Avenue, no feet 7 inches;

thence westerly parallel with the southerly line of West 92nd Street, 4 feet 5 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 9 feet 2 inches;

thence westerly parallel with the southerly line of West 92nd Street, no feet 3 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 6 feet 5 inches;

thence easterly parallel with the southerly line of West 92nd Street, no feet 4 inches;

thence southerly parallel with the westerly line of Columbus Avenue, 6 feet 11 inches;

thence easterly parallel with the southerly line of West 92nd Street, 25 feet no inches;

thence northerly parallel with the westerly line of Columbus Avenue, 7 feet 2 inches;

thence easterly parallel with the southerly line of West 92nd Street, 7 feet 11 inches;

thence northerly parallel with the westerly line of Columbus Avenue, 5 feet 11 inches;

E-192

thence westerly parallel with the southerly line of West 92nd Street, 4 feet 6½ inches;

thence northerly parallel with the westerly line of Columbus Avenue, 9 feet 8 inches;

thence easterly parallel with the southerly line of West 92nd Street, 4 feet 6½ inches;

thence northerly parallel with the westerly line of Columbus Avenue, 4 feet 2 inches to the point or place of BEGINNING.

PARCEL 6

All that certain space lying above an upper horizontal plane, the elevation of which is 153 feet 5¼ inches referred to datum level used by the President of the Borough of Manhattan bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly line of Columbus Avenue with the southerly line of West 92nd Street;

thence southerly, along the westerly line of Columbus Avenue 201 feet 5 inches to the corner formed by the intersection of the westerly line of Columbus Avenue and the northerly line of West 91st Street;

thence westerly along the northerly line of West 91st Street 150 feet;

thence northerly, parallel with the westerly line of Columbus Avenue 201 feet 5 inches to a point in the southerly line of West 92nd Street;

thence easterly along the southerly line of West 92nd Street, 150 feet to the corner at the point or place of BEGINNING.

(hereinafter referred to as the "Housing Site") to a Limited Profit Housing Company (hereinafter referred to as the "Housing Company") to be incorporated pursuant to Article II of the Private Housing Finance Law.

Whenever the phrase "datum level" is utilized in this paragraph 401-A it shall mean the datum level now designated as "Zero" on eleva-

E-193

tion which is now 2.75 feet above mean sea level at Sandy Hook, N. J., as computed and established by the U. S. Coast & Geodetic Survey.

TOGETHER with perpetual easement for encroachments and the maintenance thereof so long as said structures shall stand, if any portion of the structure to be erected within the Housing Site should encroach below the Lower Plane as described in any of the aforementioned parcels by reason of the fact that the structure to be erected below such plane does not at all points reach the Lower Plane or by reason of later settling or shifting of either structure.

The Redeveloper further covenants and agrees that it will provide such easements as may be necessary with respect to the maintenance, repair and replacement of facilities shared by the housing and school portions of the Project as may be required by HDA.

The stock of the Housing Company shall be wholly owned by the Redeveloper and shall be subject to all of the restrictions contained in this Agreement with respect to the transfer, encumbrance or hypothecation of stock as the same relates directly to the Redeveloper.

B: The purchase price for the Housing Site shall be $4,584,600.00 payable upon conveyance of the Housing Site to the Housing Company of which $305,725.00 is for the land and $4,278,875.00 is for the improvements. Said conveyance shall take place within thirty days after completion of the improvements to be located on the Housing Site and issuance of a permanent certificate of occupancy therefor, subject, however, to the express consent of HDA to such conveyance.

C: The Redeveloper shall apply or shall cause the Housing Company to apply to HDA for a permanent mortgage loan to finance the purchase of the Housing Site and the improvements to be erected on the Housing Site and on certain property to be leased to the Housing Company by the Redeveloper as set forth in the Project Plan Summary annexed hereto as Exhibit C, which leased property is more fully described in Schedule "1" of said Project Plan Summary and upon proper application therefor by the Redeveloper or the Housing Company and approval thereof by HDA and Board of Estimate, the City will issue its permanent mortgage commitment to the Housing Company. The proceeds of the permanent mortgage loan will be used by

E-194

the Housing Company to pay the costs of the Project in accordance with the Urban Renewal and Project Plans and provisions of this Agreement and that the Housing Site together with the improvements to be erected on the Housing Site will, upon closing of the permanent mortgage loan with the City, comprise a City-aided limited-profit housing project subject to the regulations of HDA under the provisions of Article 2 of the Private Housing Finance Law.

402. Except as otherwise provided in this Agreement, including particularly Paragraph 401 hereof: The Redeveloper covenants and agrees not to lease or otherwise transfer the real property in the Project prior to completion of the Project as said completion is defined in Paragraph 203 hereof (which completion is hereinafter referred to as "said completion of the project"). The Redeveloper further covenants and agrees not to resell the real property or any part thereof in the Project prior to the said completion of the Project at a price in excess of the actual cost to the Redeveloper, including the cost of acquisition, carrying charges, the cost of any improvements thereon hereafter erected, the cost of interim financing and any other expenditures of the Redeveloper which under recognized accounting practices are properly considered as actual costs to the Redeveloper, all as may be approved by HDA (this covenant and agreement being herein referred to as the "Anti-speculation provision of Paragraph 402"). The intent and purpose of this Paragraph 402 is to preclude the Redeveloper from making any profit resulting from any conveyance of the Project or any part thereof prior to completion of the improvements thereon. This covenant and agreement shall not be construed to authorize or permit a voluntary transfer or sale prior to said completion of the Project without the approval of HDA and the Board of Estimate. It is expressly understood and agreed that this Paragraph 402 shall ot limit any lease, transfer or sale, provision for which is made in any other provision of this Agreement.

403. The Redeveloper represents and agrees for itself, and its successors and assigns, that:

(a) Except only

(1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Redeveloper or any

E-195

successor in interest to the Combined Site, or any part thereof, to perform its obligations with respect to making the improvements under the Agreement, and (ii) any other purpose authorized by the Agreement, and

(2) as to any individual parts or parcels of the Combined Site on which the improvements to be constructed thereon have been completed, and which, by the terms of the Agreement including particularly Paragraph 401 hereof, the Redeveloper is authorized to convey or lease as such improvements are completed,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the improvements as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Combined Site, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without prior written approval of the Board of Estimate: *Provided,* That, prior to the issuance by the City of the certificate provided for in Paragraph 203 hereof as to completion of construction of the improvements, the Redeveloper may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the Combined Site or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Combined Site, or the part thereof or the interest therein to be so transferred, prior to the issuance of such certificate.

(b) The City shall be entitled to require, except as otherwise provided in the agreement, as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in the Agreement by the Redeveloper (or, in the event the transfer is of or relates to part of the Combined Site, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records,

E-196

shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Redeveloper under the Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Combined Site, such obligations, conditions, and restrictions to the extent that they relate to such part): *Provided,* That the fact that any transferee of, or any other successor in interest whatsoever to, the Combined Site, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Combined Site or the construction of the improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Combined Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from the Agreement with respect to the Combined Site and the construction of the improvements that the City would have had, had here been no such transfer or change.

(3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Redeveloper in writing.

(4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Combined Site (or allocable to the part thereof or interest

E-197

therein transferred) and the improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Combined Site (or any parts thereof other than those referred to in subdivision (2), Paragraph (a) of this Paragraph 404) for profit prior to the completion of the improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the City shall be entitled to increase the purchase price to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subdivision (4), and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City.

(5) The Redeveloper and its transferee shall comply with such other conditions as the City may find desirable in order to achieve and safeguard the purposes of the Urban Renewal Law and the Urban Renewal Plan.

Provided, That in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the improvements, from any of its obligations with respect thereto.

404. The Redeveloper covenants and agrees that prior to said completion of the Project it will not place any mortgage or other encumbrance upon the Project, or any part thereof, other than the purchase money mortgages referred to in Paragraph 102 hereof, and building loan mortgages, first mortgages in replacement thereof and/or permanent mortgages made to finance construction of the improvements contemplated under this Agreement.

405. Except as otherwise provided in this Agreement including particularly Paragraphs 401, 402, 403 and 404, the Redeveloper may not sell the real property in the Combined Site or any part thereof until said completion of the project.

E-198

406. A. Nothing expressed in or to be implied from this Agreement is intended or shall be construed to prevent, foreclose or prohibit the Housing Company, after said completion of the Project, from conveying the Project, pursuant to and subject to the provisions of Article II of the Private Housing Finance Law, to another company (hereinafter referred to as "any Successor Housing Company") organized pursuant to the provisions of said Article II.

B. Nothing expressed in or to be implied from this Agreement is intended or shall be construed to prevent, foreclose or prohibit the Housing Company or any Successor Housing Company, and the owners of the capital stock of the Housing Company or any Successor Housing Company, after said completion of the Project, from exercising any and all rights any said Company and owners may possess under any of the provisions of Article II of the Private Housing Finance Law, including, without limitation, voluntarily dissolving the Housing Company pursuant to and subject to the provisions of said Article II, particularly subdivision 2 of Section 35 of said Law, and conveying the Project in accordance with the provisions of said Article II, particularly subdivision 3 of said Section 35.

407. The term "actual cost (including carrying charges)" as used in subdivision (b), Paragraph (4) of Paragraph 403 hereof is defined herein below in this Paragraph 407. In the event the Redeveloper should desire to convey the Project, before said completion of the Project, and the Board of Estimate and the HDA approve such conveyance, the consideration for such conveyance paid or payable to the Redeveloper shall not exceed an amount representing the actual cost to the Redeveloper of the property sold (including the cost of acquisition, carrying charges, the cost of any improvements thereon hereafter erected, and any other expenditures of the Redeveloper which under recognized accounting practices are properly considered as actual costs to the Redeveloper of the property sold) all as may be approved by the HDA. The intent and purpose of this Paragraph 407 is to preclude the Redeveloper from making any profit resulting from conveyance of the Project prior to said completion of the Project. In the event of any conveyance under this Paragraph 407, the grantee shall be required to assume all of the obligations of the Redeveloper under this Agreement. Such grantee must be a

E-199

qualified limited profit housing company organized pursuant to Article II of the Private Housing Finance Law which is financially able to proceed with the Project in accordance with this Agreement and the Urban Renewal and Project Plans.

ARTICLE V

General Provisions

501. The Redeveloper, shall not discriminate upon the basis of race, color, creed or national origin in the sale, lease, rental or in the use or occupancy of the Combined Site or any improvement erected or to be erected thereon or any part thereof.

502. It is hereby agreed that in the event any party hereto shall fail to comply with or violates any of the provisions of this Agreement, then and in that event any other party hereto may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

503. It is agreed that subject to the provisions of this Agreement, including particularly Paragraph 203A, (a) if the Redeveloper shall fail to proceed with or complete construction of the improvements on the Combined Site, as said progress and completion are required as defined in Paragraphs 203A and 203C hereof, in the time provided for progress or completion, as such time may be extended, all as provided in this Agreement, (b) if the Redeveloper prior to said completion of construction shall fail to perform any obligation hereunder that is required to be performed by it prior to said completion of construction; or (c) if the Redeveloper shall fail to pay, prior to said completion of construction, real estate taxes, assessments, water and sewer rents, and any such failure shall not be cured within sixty (60) days (except that in respect to the nonpayment of taxes, assessments, water and sewer rents and charges, the time shall be thirty (30) days) then, in such event, after written notice of such failure is given to the Redeveloper and to the holders of record of all building loan agreements, first mortgages in replacement thereof and permanent mortgages made to finance construction of the improvements contemplated

E-200

under this Agreement, and upon failure of any mortgagee to cure such default as hereinbelow provided, the Redeveloper shall reconvey to the City without consideration, by bargain and sale deed, all the real property conveyed to the Redeveloper by the City with all improvements thereon, free and clear of all liens and encumbrances and mortgages but subject to any purchase money mortgage or mortgages or consolidated mortgages issued pursuant to the provisions of this Agreement, any existing building loan agreements and mortgages, first mortgages in replacement thereof, and/or all permanent mortgages made to finance construction of the improvements contemplated under this Agreement.

In the event that the Redeveloper shall fail to reconvey as aforesaid, the City may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and acquire the fee title free and clear of all liens and encumbrances and mortgages subject only to any purchase money mortgage or mortgages or consolidated mortgages issued pursuant to the provisions of this Agreement, any existing building loan agreements and mortgages, first mortgages in replacement thereof, and/or permanent mortgages made to finance construction of the improvements contemplated under this Agreement, and the payment of all damages, expenses and costs. The City may apply for and shall have the right to the appointment of a Receiver, without notice, in any such action or proceeding.

No notice of default under any part of this Agreement shall be deemed effective unless a copy thereof is served upon the Building Loan or Permanent Mortgagee, as the case may be. The parties hereto agree that in the event the Redeveloper fails to cure any default within the time required hereunder, the City will send a notice of such failure to cure to the mortgagee, specifying the default involved in adequate detail, and the mortgagee shall have the right to cure such default within a reasonable time after such notice upon condition that the mortgagee sends a notice to the City within thirty (30) days after receipt by the mortgagee of the said notice of failure to cure, stating that it intends to cure such default. The City will accept performance and compliance by any such mortgagee of and with any of the terms of this Agreement, provided that completion of construction is made in accordance with the Urban Renewal Plan

E-201

attached hereto as Schedule C-1. If the default is so cured by the mortgagee, the City shall not be entitled to recapture the premises on account of such default.

Any amounts expended or costs and expenses incurred by any mortgagee in curing any default shall be deemed additional advances under the mortgage and shall be added to the lien of the mortgage.

Any cancellation, termination or suspension of this Agreement, mentioned in Paragraph 303(f) shall be subject to and shall not affect the lien of any building loan mortgage against the premises authorized by this Agreement.

In the event the Redeveloper reconveys to the City in accordance with the provisions of this Paragraph 503, the City shall resell the Combined Site, or the portions or section thereof reconveyed to the City, with the improvements thereon, to a purchaser who shall assume all the obligations of construction of the improvements on the Combined Site so reconveyed as provided for in the Urban Renewal Plan and this Agreement, and shall take subject to all building loan mortgages against such premises. The proceeds of such resale shall be used first to reimburse the City for all costs and expenses incurred by the City, including salaries of City personnel in connection with the recapture and sale, and all taxes, assessments, water and sewer rent charges. Any remaining balance of such proceeds shall remain the property of the City of New York as liquidated damages.

503-A. The reconveyance and recapture provisions set forth in this Agreement shall not be applicable to any breach or default by the Redeveloper or any failure of the Redeveloper to perform any of its obligations hereunder that occurs after completion of construction, as said completion is defined in Paragraph 203 hereof.

504. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Combined Site or any part thereof, and the deed shall contain convenants on the part of the Redeveloper, for itself, and such successors and assigns, which covenants shall be covenants running with the land to effectuate the following:

(a) A covenant that the grantee, its successors and assigns of the land conveyed or any part thereof and any lessee of the

E-202

land conveyed or any part thereof will and shall carry out the project as in this Agreement provided, and will and shall devote such land to the uses specified in the Urban Renewal Plan contained in Schedule C-1 of this Agreement as said Plan may be amended from time to time. Said covenant is to run from the date of conveyance for a period of forty (40) years from the date of approval of the Urban Renewal Plan, contained in Schedule C-1, by The City of New York, and shall expire on June 25, 2002.

(b) A covenant that the grantee, its successors and assigns of the land conveyed or any part thereof and any lessee of the land conveyed or any part thereof shall comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, or occupancy of the Combined Site, or any part thereof.

(c) A covenant that the grantee, its successors and assigns of the land conveyed or any part thereof and any lessee of the land conveyed or any part thereof, will not discriminate upon the basis of race, color, religion, sex, national origin or ancestry in the sale, lease or rental or in the use or occupancy of the land conveyed or any part thereof or any improvements erected or to be erected thereon or any part thereof.

505. Except as provided in Paragraphs 505-A, 505-B and 505-C, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give any person, firm or corporation other than the parties hereto and the holder or holders of any mortgage authorized under this Agreement any legal or equitable right, remedy, or claim under this Agreement, or under any provisions herein contained; this Agreement and all such provisions being for the sole and exclusive benefit of the parties hereto and the holder or holders of any mortgage authorized under this Agreement.

505-A. Notwithstanding any provision to the contrary contained in Paragraph 505 hereof, it is intended and agreed, and the deed shall so expressly provide, that the agreements and covenants provided in Paragraph 504 hereof shall be covenants running with the

E-203

land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided for in this Agreement between the parties, be binding, to the fullest extent permitted by law and equity, for the benefit of and in favor of, and enforceable by, the City and any successor in interest to the Combined Site, or any part thereof, and the owner of any other land (or of any interest in such land) in the Urban Renewal Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States (in the case of the covenant provided in Paragraph 504, subdivision (c) hereof) against the grantee and its successors and assigns and every successor in interest to the Combined Site, or any part thereof or any interest therein, and any party in possession or occupancy of the Combined Site or any part thereof. It is further intended and agreed that the agreements and covenants provided in Paragraph 504, subdivision (a) hereof, shall remain in effect for the period of time stated therein (at which time such agreements and covenants shall terminate) and that the agreements and covenants provided in Paragraph 504, subdivisions (b) and (c) hereof shall remain in effect without limitation as to time: Provided, That such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Combined Site, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Combined Site or any part thereof. The term "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all building, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

505-B. Notwithstanding any provision to the contrary contained in Paragraph 505 hereof, and in amplification, and not in restriction of, the provisions thereof, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in said subdivisions (a), (b) and (c) of Paragraph 504 hereof, and the United States shall be

E-204

deemed a beneficiary of the covenant provided in subdivision (c) of Paragraph 504 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the deed of conveyance shall so state) run in favor of the City and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant provided in subdivisions (a), (b) and (c) of Paragraph 504 hereof, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (c) of Paragraph 504 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

505-C. Any deed of conveyance executed by the City in pursuance of this Agreement shall, in addition to any other provisions and covenants, contain covenants on the part of the grantee for itself, its successors and assigns of the land conveyed or any part thereof, which covenants shall be covenants running with the land, to effectuate the following:

(1) A covenant that the grantee, its successors and assigns of the land conveyed or any part thereof and any lessee of the land conveyed or any part thereof, will not discriminate against any person because of race, color, religion, sex, national origin or ancestry of such person in the sale, lease or rental in the use or occupancy of the land conveyed or any part thereof or any improvements erected or to be erected thereon or any part thereof.

(2) Notwithstanding any provision to the contrary contain in Paragraph 505 hereof, it is intended and agreed, and the deed shall so expressly provide, that the agreements and covenants pro-

E-205

vided in Paragraph 505-C (1) hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided for in this Agreement between the parties, be binding, to the fullest extent permitted by law and equity, for the benefit of and in favor of, and enforceable by, the City and any successor in interest to the Combined Site, or any part thereof, and the owner of any other land (or of any interest in such land) in the Urban Renewal Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the State of New York against the grantee, and its successors and assigns and every successor in interest to the Combined Site, or any part thereof or any interest therein, and any party in possession or occupancy of the Combined Site or any part thereof. It is further intended and agreed that the agreements and covenants provided in Paragraph 505-C, subdivision (1) hereof shall remain in effect without limitation as to time: Provided, That such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Combined Site, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Combined Site or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all building, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

(3) Notwithstanding any provision to the contrary contained in Paragraph 505 hereof, and in amplification, and not in restriction of the provisions thereof, it is intended and agreed that the City and its successors and assigns and the State of New York shall be deemed beneficiaries of the agreements and covenants provided in said subdivision (1) of Paragraph 505-C hereof, both for and in their or its own right and also for the purposes of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit such agreements and

'd. Insertion of clauses in subcontracts. The contractor agrees

E-206

covenants have been provided. Such agreements and covenants shall (and the deed of conveyance shall so state) run in favor of the City and the State of New York for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or the State of New York has at any time been, remains or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the State of New York shall have the right, in the event of any breach of any such agreement or covenant provided in subdivision (1) of Paragraph 505-C hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

506. It is expressly understood and agreed, notwithstanding anything to the contrary in this Agreement, that no person, firm, corporation, partner, associate, member, official or employee thereof (hereinafter in this Paragraph 506 collectively called "person") presently or formerly employed by the City on any planning and/or execution activities or services pertaining to the Urban Renewal Area, has any interest in the Redeveloper or will be permitted to acquire any such interest. No such person will be employed by the Redeveloper until any and all contractual obligations, duties or responsibilities owing to the City have been fully discharged as shall be determined in writing by HDA. Any person employed by the Redeveloper on any planning and/or execution activities or services pertaining to the Area may not be employed by the City in connection with any matter pertaining to this Agreement.

507. This Agreement shall enure to the benefit of and be binding upon any successor of any party hereto, but this provision shall not operate to permit any assignment or other voluntary transfer of any of the rights created hereunder except in such manner as may be expressly permitted by this Agreement.

508. None of the provisions of this Agreement is intended to or shall be merged by reason of any deed transferring title to the

(m) Section 501(A) is changed by revising paragraph (2)(f) to read as

E-207

Combined Site from the City to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement. The City of New York shall cause this Agreement to be recorded and at any time before or after such recording, upon the request of the City, the Redeveloper shall pay to the City the cost of such recording.

509. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all collectively shall constitute but one instrument.

510. A notice or communication sent by either party to the other hereunder shall be sent by registered mail, return receipt requested, addressed as follows:

(a) When sent by the City or a mortgagee to the Redeveloper, it shall be addressed to the Redeveloper, at 74 Trinity Place, New York, New York;

(b) When sent by the Redeveloper or a mortgagee to the City, it shall be addressed to the Housing and Development Administration at 2 Lafayette Street, New York, New York;

(c) When sent to a mortgagee by the City or the Redeveloper, it shall be addressed to such address as appears in the mortgage of record or such other address as may be specified in writing by the mortgagee as furnished to the City and the Redeveloper;

or addressed to such other addresses in respect to any party as that party may designate in writing.

511. The parties to this Agreement may alter, amend, modify or delete any terms, covenants or conditions contained in (a) this Agreement; (b) any deed of conveyance; (c) any note, bond or mortgage made in favor of the City pursuant to this Agreement; and (d) the Urban Renewal Plan for the Project, with or without consideration as the Board of Estimate may determine and approve. However, the written consent of any holder of any note, bond or mortgage on the

in the City of New York, which Plan the LPA hereby represents is

E-208

Combined Site shall be required for any such amendment to the deed of conveyance, the Agreement or the Project Plan or Urban Renewal Plan.

512. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement or any agreement arising out of or through this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; provided, however, that nothing herein shall prevent such a member, official or employee of the City from owning stock in and income debentures (if income debentures be issued) of the Redeveloper or acting as an officer or director of the Redeveloper with the understanding that no compensation shall be paid such member, official or employee of the City for acting in the capacity of any officer or director of the Redeveloper and that no income or dividends shall be paid to any such member, official or employee by the Redeveloper unless said payment of income or of dividends be first approved by HDA, with the further understanding that no compensation shall be paid to any corporation, partnership, association, firm or business in which he is interested or associated as an officer, director, stockholder, partner, or owner from which he is receiving or is to receive any compensation or dividends.

513. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Combined Site from the City to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement. The City of New York shall cause this Agreement to be recorded, and, the Redeveloper will pay to the City the cost of such recording.

514. HDA, acting by its Commissioner of Development or otherwise, hereby is authorized to execute and deliver such certificates, with respect to the performance by the Redeveloper of its obligations under this Agreement as may be requested by any building loan mortgagees, first mortgagee in replacement thereof, and/or permanent mortgagee.

E-209

IN WITNESS WHEREOF, the City of New York, acting by its Board of Estimate, has caused its corporate seal to be hereto affixed and duly attested and this Agreement to be signed by its Mayor or Deputy Mayor, and the Redeveloper has caused its corporate seal to be hereunto affixed and duly attested, and this Agreement to be signed by its President and attested by its Secretary as of the day and year first above written.

[SEAL]

THE CITY OF NEW YORK

Attest:

..... By .....

City Clerk DEPUTY Mayor

TRINITY EPISCOPAL SCHOOLS CORPORATION
formerly known as New York Protestant
Episcopal Public School

[SEAL]

Attest:

By .....

Vice President

.....

Secretary

Approved as to Form:

.....

Corporation Counsel

E-210

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 14th day of October, 1968, before me personally came Robert F. Wagner to me known to be the ~~Mayor~~ (Deputy Mayor) of the City of New York and the same person who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument on behalf of The City of New York as said ~~Mayor~~ (Deputy Mayor) and pursuant to the authority vested in him by resolution of the Board of Estimate adopted June 20, 1968, Calendar No. 5A & 5B

Carl F. Cusanelli
Notary Public
CARL F. CUSANELLI
Notary Public, State of New York
No. 41-5892150 Qualified in Queens Co.
Commission Expires March 30, 1970

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 16th day of October, 1968, before me personally came Herman Katz, with whom I am personally acquainted and known to me to be the City Clerk of the City of New York, who, being by me duly sworn, did depose and say that he resides at 308 East 79th Street, New York 21, New York; that he is the City Clerk of the City of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed as provided by law, and that he signed his name thereto as City Clerk by like authority.

Tillie Zmurko
~~Notary Public~~
TILLIE ZMURKO
Commissioner of Deeds, City of New York
No. 3-611
Certificate filed in New York County
Commission Expires October 24, 1969

under such redevelopment contract shall be eligible for inclusion in Cn as

E-211

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 7th day of October, 1968, before me came ~~GLOVER JOHNSON~~ CHARLES MITCHELL, to me known, who being by me duly sworn, did depose and say that he resides at ~~Brookside, Wilmot Road, New Rochelle, N. Y.~~ 515 East 86th Street, New York, N.Y., that he is the President of TRINITY EPISCOPAL SCHOOLS CORPORATION formerly known as New York Protestant Episcopal Public School, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he signed his name thereto by like order.

Isidore Novgrod
Notary Public

ISIDORE NOVGROD
Notary Public, State of New York
No. 24-2912400
Qualified in Kings County
Term Expires March 30, 1969

E-212

SCHEDULE A-1

UNITED STATES OF AMERICA
HOUSING AND HOME FINANCE AGENCY

WEST SIDE URBAN RENEWAL PROJECT
NEW YORK CITY
Project No. N. Y. R-43
Contract No. N. Y. R-43(G)

CAPITAL GRANT CONTRACT

between

CITY OF NEW YORK

and the

UNITED STATES OF AMERICA

E-213

CAPITAL GRANT CONTRACT

PART I

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions (URA Form No. H-3156b, dated 5-60, as amended and modified hereby) forming Part II hereof (which Parts, together, are herein called the "Contract"), made and entered into on the date hereinbelow specified, by and between the City of New York (herein called the "Local Public Agency") and the United States of America (herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows:

SEC. 1. Purpose of Contract. -- The Local Public Agency proposes to carry out a certain urban renewal project (herein called the "Project") in a certain area (herein called the "Urban Renewal Area"), in accordance with the Urban Renewal Plan therefor. The purpose of this Contract is to provide for the extension by the Government to the Local Public Agency of certain Federal financial assistance under Title I of the Housing Act of 1949, as amended by all amendatory Acts (said Title I as so amended being herein sometimes called "Title I"), with respect to the Project, and to state the terms and conditions upon which such assistance will be extended and the understandings of the parties hereto as to the manner in which they contemplate that the Project will be carried out.

SEC. 2. Project Capital Grant. -- The Government will make to the Local Public Agency a capital grant for the Project (herein called the "Project Capital Grant") in an amount equal to the least of the following:

(a) The amount by which two-thirds of the Net Project Cost of this Project, together with the total of (i) two-thirds of the aggregate net project costs of other projects of the Local Public Agency (or of any other loca public agency in the same municipality) on which contracts for capital grants have been made under Title I on a two-thirds capital grant basis and (ii) three-fourths of the aggregate net project costs of other projects of the Local Public Agency (or of any other local public agency in the same municipality) on which contracts for capital grants have been made under Title I on a three-fourths capital grant basis, exceeds the aggregate of the capital grants which, prior to the payment of the Project Capital Grant herein provided for, have been paid, or finally determined by the Administrator to be payable, with respect to such other projects; or

(b) The amount by which the Net Project Cost of this Project exceeds the total of the Local Grants-in-Aid which are actually provided with respect to this Project (including Local Grants-in-Aid which are to be provided and the cost of which has been estimated on such basis and in accordance with such conditions as the Administrator shall prescribed); o:

(c) The amount by which the aggregate of the Net Project Cost of this Project and of all other projects on which contracts for capital grants have been made with the Local Public Agency (or with any other local public agency in the same municipality) exceeds the aggregate of the Local Grants-in-Aid which have been provided (including Local Grants-in-Aid which are to be provided and the cost of which has been estimated on such basis and in accordance with such conditions as the Administrator shall prescribe) with respect to such projects; or

(d) Eighteen Million Four Hundred Twelve Thousand Eight Hundred Ninety One Dollars $18,412,891.

SEC. 3. Relocation Payments --

(a) The Government further agrees to increase the Project Capital Grant otherwise payable to the Local Public Agency pursuant to the provisions of Section 2 hereof in an amount equal to the relocation payments which are made by the Local Public Agency in connection with the Project in accordance with the rules and regulations prescribed by the Administrator with respect thereto, entitled "Rules and Regulations Governing Relocation Payments Under Section 106(f) of the Housing Act of 1949, as Amended": Provided, That the amount of such increase shall in no event exceed the sum of One Million Eighty One Thousand Four Hundred Sixty Dollars ($1,081,460).

(b) Notwithstanding any other provision of this Contract, no part of the amount of such relocation payments shall be included in computing the Project Capital Grant otherwise payable to the Local Public Agency pursuant to the provisions of Section 2 hereof or shall be required to be contributed as or as a part of any Local Grant-in-Aid.

(c) The estimate of the aggregate cost of such relocation payments which although not included in Gross Project Cost, has been set forth in the budget for Item I of Gross Project Cost shall be deemed a part of the "Project Expenditures Budget" referred to in Section 105(C)(1) hereof and the Local Public Agency shall be subject to all the provisions and requirements of Section 105(C) hereof with respect to such estimate as though it were included in the budget for Item I of Gross Project Cost.

SEC. 4. Amount To Be Compensated Government for Its Inspections and Representatives. -- The amount which shall be compensated the Government by the Local Public Agency pursuant to Section 103(C) hereof shall be Two Hundred Three Thousand Two Hundred Ninety Three Dollars ($203,293) Provided, That if the Project is not undertaken, and if the Local Public Agency shall have paid the Government the aforesaid amount (herein called the "fixed fee"), the Local Public Agency shall be entitled to a refund of the fixed fee.

SEC. 5. The Project. -- The Project (designated Project No. N. Y. R-43) includes all undertakings and activities of the Local Public Agency in the Urban Renewal Area, in accordance with the Urban Renewal Plan, for the elimination and for the prevention of the development or spread of slums and blight, and involves slum clearance and redevelopment in the Urban Renewal Area, and rehabilitation or conservation in the Urban Renewal Area, in accordance with and as contemplated by the Urban Renewal Plan. Such undertakings and activities shall include, in accordance with and to the extent contemplated by the Urban Renewal Plan:

(a) Acquisition by the Local Public Agency of land in the Urban Renewal Area

(b) Demolition and removal by the Local Public Agency of buildings and improvements on Project Land;

(c) Installation, construction, or reconstruction by the Local Public Agency in the Urban Renewal Area, of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the Urban Renewal Area the urban renewal objectives of Title I in accordance with the Urban Renewal Plan:

(d) Disposition by the Local Public Agency of Project Land acquired by it (including sale, leasing, or retention thereof by the Local Public Agency itself) at its fair value for uses in accordance with the Urban Renewal Plan;

(e) Carrying out by the Local Public Agency of plans for a program of voluntary repair and rehabilitation of buildings or other improvements in the Urban Renewal Area in accordance with the Urban Renewal Plan;

(f) Acquisition by the Local Public Agency of any real property in the Urban Renewal Area where necessary to eliminate unhealthful, insanitary, or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and

(g) Acquisition, and repair or rehabilitation for guidance purposes, and resale by the Local Public Agency, of structures which are located in the Urban Renewal Area and which, under the Urban Renewal Plan, are to be repaired or rehabilitated for dwelling use or related facilities:

Provided, That the Project shall not include or involve any undertakings or activities which have not theretofore been approved by the Administrator as being in conformity with the approved application for the Federal financial aid provided for herein, the Urban Renewal Plan, the applicable provisions of Title I, and the applicable provisions of this Contract: Provided further, That the Project shall not include the construction or improvement of any building, except as provided in subsection (g) of this Section.

SEC. 6. The Urban Renewal Area. -- The Urban Renewal Area is situated in the City of New York, County of New York, State of New York and described more fully i the Exhibit A attached hereto and made a part hereof by reference.

SEC. 7. Counterparts of the Contract. -- This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SEC. 8. Changes Applicable to Part II Hereof. -- The following changes are hereby made in the attached Terms and Conditions designated Part II hereof:

(a) Section 101(A) is changed by deleting the word "and" at the end of paragraph (4)(b), inserting the word "and" at the end of paragraph 4(c), and adding the following paragraph 4(d):

> "(d) Said Urban Renewal Plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan;"

(b) Section 104(B) is changed to read as follows:

> "(B) Audits and Inspections. -- The Local Public Agency will, at any time during normal business hours, and as often as the Administrator or the Comptroller General of the United States may deem necessary, permit the Administrator and the Comptroller General to have full and free access to all of its books and records with respect to the matters mentioned in subsection (A) of this Section, and will permit the Administrator and the Comptroller General to audit, examine, and make excepts or transcripts from such books and records, and to review, inspect, and make audits of all Project work, contracts, invoices, materials, payrolls, records of personnel, conditions of employment, books of accounts, and other documentary data pertaining to such matters."

(c) Section 105(A) is changed by revising the second proviso in paragraph (1)(b) to read as follows:

> "Provided further, That the aggregate expenditures approved by the Administrator as having been made in accordance with Section 112 of Title I, by or in behalf of an educational institution or hospital, for land acquisition, site clearance, and relocation of site occupants within, adjacent to, or in the immediate vicinity of the Urban Renewal Area, shall be considered a non-cash Local Grant-in-Aid actually made with respect to the Project within the meaning of this subsection:"

(d) Section 106(C) is amended by inserting after the present item (2) the following item (3) and renumbering the subsequent items:

(3) Include in every agreement, lease, conveyance, or other instrument whereby Project Land is disposed of for uses which may include housing or facilities related to residential uses (as defined by the Administrator) an affirmative covenant binding on the contractor, lessee, grantee, or other party to such instrument and on the successors in interest to such contractor, lessee, grantee, or other party that there shall be no discrimination upon the basis of race, color, creed, or national origin in the sale, lease or rental or in the use or occupancy of such land or any improvements erected or to be erected thereon; and the Local Public Agency will take all steps necessary to enforce such covenant (such enforcement obligation to survive this Contract) and will not itself so discriminate.

(e) Section 106(D) is changed to read as follows:

"(D) Value at Which Project Land is made Available. -- Except as provided in subsection (F) of this Section, all Project Land which the Local Public Agency makes available by sale, lease, or retention will be made available at not less than its fair value for uses in accordance with the Urban Renewal Plan."

(f) Section 106(F) is changed to read as follows:

"(F) Payment for Project Land Made Available for Low-Rent Housing or Housing for Moderate-Income Families. -- If any Project Land is made available by the Local Public Agency to a public housing agency for use as a site for a low-rent housing project assisted under the United States Housing Act of 1937, as amended, or under a State or local program found by the Administrator to have the same general purposes as the Federal program under such Act, it shall be made available at a price equal to the fair value of land to a private redeveloper who wants to buy a site in the community for private rental housing with physical characteristics similar to those of the proposed low-rent housing project. If any Project Land is made available by the Local Public Agency to (1) a limited dividend corporation, nonprofit corporation or association, cooperative, or public body or agency, or (2) a purchaser who would be eligible for a mortgage insured under Section 221(d)(4) of the National Housing Act (68 Stat. 599), for use in the provision of new or rehabilitated rental or cooperative housing for occupancy by families of moderate income, it shall be made available for purchase at its fair value for such use by such purchaser."

(g) Section 106(G) is changed to read as follows:

"(G) Payment for Project Land Retained by Local Public Agency, Including Low-Rent Housing and Housing for Moderate-Income Families. -- If any Project Land is to be retained by the Local Public Agency for uses in accordance with the Urban Renewal Plan,

it shall transfer to the Project Receipts Account, from other appropriate funds (which shall not include funds in or belonging to the Project Expenditures Account) of the Local Public Agency, as compensation for such Project Land, an amount in cash not less than the total capital value imputed thereto in conformity herewith: Provided, That if the Local Public Agency is also the public housing agency, and retains land as a site for a low-rent housing project of the type described in subsection (f) of this Section, the amount transferred to the Project Receipts Account shall be computed in accordance with the provisions of the first sentence of subsection (F): Provided further, That if the Local Public Agency retains land for use by it in the provision of new or rehabilitated rental or cooperative housing for occupancy by families of moderate income, the amount transferred to the Project Receipts Account shall be computed in accordance with the provisions of the second sentence of subsection (F). Upon but not before such transfer of funds such Project Land shall be deemed, for the purposes of this Contract, to be so retained by it."

(h) Section 106 is changed by adding the following subsection (K):

"(K) Disposition to Public Agencies and Nonprofit Corporations for Subsequent Disposition. -- If the Project is located in a county, city, or other municipality which the Secretary of Commerce has certified to the Administrator is situated in an area designated as a redevelopment area under the Area Redevelopment Act (75 Stat. 47), and if the Secretary has certified that there is a reasonable probability that with assistance provided under such Act and other undertakings the area will be able to achieve more than temporary improvement in its economy, the Local Public Agency may dispose of any Project Land designated under the Urban Renewal Plan for industrial or commercial uses to any public agency or nonprofit corporation for subsequent disposition as promptly as practicable by such public agency or nonprofit corporation for redevelopment of such Project Land in accordance with the Urban Renewal Plan: Provided, That only the purchasers from or lessees of such public agency or nonprofit corporation, and their assignees, shall be obligated to begin and complete the construction of improvements as required by subsection (H) or subsection (I) of this Section: Provided further, That subsection (C)(5) of this Section shall not apply to any disposition pursuant to this subsection."

(i) Section 107(A) is changed by adding the following subsection (23):

"(23) Contract Work Hours Standards Act -- Overtime Compensation.- Each contract which is let by the Local Public Agency, calling for work on the Project which may require or involve the employment of laborers or mechanics, including watchmen and guards, except such laborers or mechanics who are employees of municipalities or other local public bodies, is subject to Title I, Work Hours Act of 1962 (cited as the Contract Work Hours Standards Act), Public Law 87-581, 87th Congress, approved August 13, 1962, and to all regulations, rulings, and interpretations (including any amendments or modifications thereof) issued pursuant thereto by the Secretary of Labor of the United States, and the Local Public Agency shall observe and abide by said statute and said regulations, rulings, and interpretations. The Local Public Agency shall incorporate in each contract entered into by it which may require the employment of such laborers or mechanics, the following:

'CONTRACT WORK HOURS STANDARDS ACT -- OVERTIME COMPENSATION

'a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any such calendar day or in excess of forty hours in any such workweek, as the case may be.

'b. Violations; Liability for unpaid wages; Liquidated damages in the event of any violation of the clause set forth in paragraph a, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph a, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a.

'c. Withholding for liquidated damages. The Local Public Agency may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph b.

E-220

'd. Insertion of clauses in subcontracts. The contractor agrees to insert the foregoing paragraphs a, b, and c, and this paragraph d, in all subcontracts.'"

(j) Section 401(A) is changed to read as follows:

"(A) Any eligible 'Local Grant-in-Aid as defined in any contract entered into by the Government with the Local Public Agency (or with any other local public agency in the same municipality) for a capital grant to the latter for any other project, which Local Grant-in-Aid is actually made with respect to such other project; and'

(k) Section 402(4) is changed to read as follows:

"(4) In the case of land acquisition, site clearance, or relocation of site occupants performed by or in behalf of an educational institution or hospital in accordance with Section 112 of Title I, either (a) not more than 7 years prior to the authorization of this Contract by the Administrator, or (b) if this Contract was authorized by the Administrator prior to September 25, 1963, not more than 5 years prior to the submission of an application for financial assistance under Title I for this Project."

(l) Section 403 is changed to read as follows:

"SEC. 403. MINIMUM AMOUNT

"Notwithstanding any other provisions of this Contract, the Government will not make the final payment on account of the Project Capital Grant, if, prior to such payment, there are not provided Local Grants-in-Aid in connection with the Project which, together with the Local Grants-in-Aid provided in connection with all other projects of the Local Public Agency (or of any other local public agency in the same municipality) on which contracts for capital grants have theretofore been made by the Government, shall be at least equal to one-third of the Net Project Cost of this Project, together with the total of one-third of the aggregate net project costs of such other projects undertaken on a two-thirds capital grant basis and one-fourth of the aggregate net project costs of such other projects undertaken on a three-fourths capital grant basis: Provided, That in the event that any park, playground, public building, or other public facility is furnished as a non-cash Local Grant-in-Aid in accordance with Section 401(B) hereof, the estimated cost of the same (as determined by the Administrator) may, for the purposes of this Section, be deemed to be the actual cost thereof if (1) the construction or provision of such Local Grant-in-Aid is not completed at the time of the Local Public Agency's preparation and submittal of the Certificate of Completion and of Gross and Net Project Costs, and (2) said Certificate is accompanied by assurances (in form satisfactory to the Administrator that such park, playground, public building, or other public facility will be constructed or completed when needed and within a time which shall have been designated by the Administrator."

(m) Section 501(A) is changed by revising paragraph (2)(f) to read as follows:

"(f) the aggregate amount of the capital grants with respect to all other projects for which contracts for capital grants have been made with the Local Public Agency (or with any other local public agency in the same municipality) which, prior to the date of such Certificate, have been paid, or finally determined by the Administrator, on the basis of such contracts, to be payable;"

(n) Section 610(12) is changed by deleting the phrase "Project Temporary Loan Repayment Fund for the uses of said Fund" and inserting in lieu thereof the phrase "Project Receipts Account for the uses of said Account".

(o) Section 610 is changed by adding the following item (16):

"(16) The uncapitalized term 'hospital' means any hospital licensed by the State in which such hospital is located, including any public hospital or any nonprofit hospital, no part of the net earnings of which inures to the benefit of any private shareholder or individual."

(p) The "List of Defined Terms", which appears at the end of Part II, is changed by deleting "project on a two-thirds capital grant basis" and inserting "hospital" with a citation to Part I opposite the latter term.

(q) Section 302(B) is changed by deleting the word "and" at the end of subsection (4), changing the period at the end of subsection (5)to a semi-colon and inserting the word "and" immediately thereafter, and adding the following subsection (6):

"(6) Any and all amount paid by a redeveloper or redevelopers for the current or unamortized value of any water mains or other installations abandoned or discontinued within the Project Area including peripheral streets, and in amount or amounts equal to the fair market value of any and all equipment, including but not limited to hydrants and valve boxes, removed by a redeveloper or redevelopers and delivered to the City of New York or any Division or Department thereof."

(r) Section 302(B) is changed by adding the following new subsection (7) thereof:

"(7) All funds (in addition to those referred to under paragraphs (1) and (2) of this Subsection) received from a redeveloper or redevelopers as a result of the temporary operation of the land and buildings in the Project Area pending demolition."

(s) Section 101(A)(2) is deleted and a new Section 101(C) is added as follows:

"(C) General Plan. The Administrator has reviewed a copy of the General Plan for the development of the locality as a whole

in which the project is situated, which is on file and of record in the City of New York, which Plan the LPA hereby represents is the existing duly authorized General Plan for the development of the locality as aforesaid, and the Administrator has determined that such General Plan is satisfactory."

(t) Section 104(E)(1) is deleted.

(u) Section 106(E) is deleted and the following is inserted in lieu thereof:

"(E) Sales of Project Land. -- With respect to all Project Land which the Local Public Agency sells for uses in accordance with the Urban Renewal Plan, payment therefor shall be made in accordance with the terms and provisions of a contract or contracts with a redeveloper or redevelopers, which contract or contracts shall be satisfactory to the Administrator."

(v) Sections 108(A) (15) and 108(a) (16) are changed by deleting wherever it appears in said sections, the word "its" and inserting in lieu thereof the word "the".

(w) The following is hereby inserted as Section 406:

"SEC. 406. LOCAL FUNDS CONSTITUTING LOCAL GRANTS-IN-AID

Notwithstanding any other provision of this Contract, if, upon the final determination of (a) the New Project Cost, and (b) the amount, cost value (as the case may be) of all Local Grants-in-Aid which are actually made with respect to the Project, it is found that the aggregate amount of all sums which are provided with respect to the Project as Cash Local Grants-in-Aid, together with the amount, cost or value (as the case may be) of all non-cash Local Grants-in-Aid which are actually made with respect to the Project, is in excess of the total amount of the Local Grants-in-Aid necessary for the Local Public Agency to meet its share of the Net Project Cost, then so much of the amount of such Cash Local Grants-in-Aid as shall be so in excess shall, for the purpose of this Contract be termed and treated as a non-interest bearing loan to the Project.

(x) Item (12) of Section 610 is changed to read as follows:

"(12) The capitalized term, 'Deficiency Cash Local Grant-in-Aid' means a Local Grant-in-Aid in the form of cash which is actually made with respect to the Project after the final determination of Gross Project Cost and Net Project Cost and which is for deposit only in the Project Receipts Account for the uses of said Account:".

(y) Section 201 is changed by adding thereto the following new paragraph (12):

"If the Local Public Agency shall have consented to the transfer or disposition of project land then owned by the redeveloper through a transfer of stock in the redeveloper or a substantial portion thereof or by any other act or transaction involving or resulting in a significant change in the ownership or distribution of such stock or with respect to the identity of the party in control of the redeveloper or the degree thereof without the Administrator's prior written consent".

SEC. 9. Certain Duties of Local Public Agency Regarding Disposition of Project Land.

A. Prior to the completion of the Project:

(1) The Local Public Agency shall not, without the prior written concurrence of the Administrator, consent to any material change or modification in any disposition agreement, including any deed, lease, contract of sale or lease, or other instrument of conveyance by which project land or an interest therein is or has been transferred; or consent to any change or modification in any other document which will have the effect of materially changing or modifying any such disposition agreement, including (1) any extension of time for the performance by a redeveloper of its obligations under such disposition agreement (except for extensions necessary by reason of enforced delays) extending such time six months or more beyond the time originally specified, or, where by reason of inability to obtain financing (which shall not constitute an enforced delay), one year or more beyond such time, and (2) any permission, or extension thereof, for temporary or emergency uses extending for a period of six months or more.

(2) If, subsequent to the disposition of project land by the Local Public Agency, title to such land or part thereof or an interest therein shall for any reason revert to or be revested in the Local Public Agency, such land shall be considered project land and shall be subject to all the provisions of this Contract relating to project land.

(3) If a Redeveloper shall fail to carry out any of the terms or conditions of a disposition agreement, the Local Public Agency shall take such steps as may be necessary to enforce the provisions of the disposition agreement.

(4) Any funds paid to the Local Public Agency by a redeveloper as damages, or penalities or liquidated damages under a disposition agreement shall be retained by the Local Public Agency as project funds and shall be subject to all the provisions of this Contract relating to project funds.

B. For the purpose of this Section, the term "redeveloper" shall include any purchaser or lessee of project land for redevelopment purposes, his successors in interest, or his assigns.

SEC. 10. Investment of Project Expenditures Account Moneys. -- Notwithstanding the provisions of Section 301(C) of Part II of this Contract, the Local Public Agency may, with the Government's prior written consent and subject to the terms and conditions thereof, temporarily invest funds on deposit in the Project Expenditures Account in such types of direct obligations of the Government as specified in such prior written consent.

SEC. 11. Accounts and Records. -- Notwithstanding the provisions of Sections 301 and 302 of Part II hereof or any other provision of this Contract, the Local Public Agency may deposit and expend any funds relating to the Project in such manner as other funds of the Local Public Agency are deposited or expended provided that:

(1) There be established and maintained on the books of the Local Public Agency two separate accounts known as the "Project Expenditures Account" and the "Project Receipts Account", respectively;

(2) The Local Public Agency shall keep such accounts and incidental records pertaining thereto in accordance with the accounting requirements of the Manual of Policies and Requirements for Local Public Agencies; and

(3) The Local Public Agency shall maintain all vouchers and checks drawn against said Accounts in such manner as to make them available for examination and audit by authorized representatives for the Administrator.

SEC. 12. Provisions Relating to Progress Payments. -- Notwithstanding any provisions of this Contract to the contrary excepting Section 303, it is the intention of the Government under this Contract to make advance or progress payments on account of the Project Capital Grant as may be appropriate; it is also agreed that under Sections 403 and 502 of Part II hereof any such advance or progress payment may be made notwithstanding the fact that, at the time of the making of such payment, the Local Grants -in-Aid in connection with the Project or the Local Grants-in-Aid in connection with any other projects of the Local Public Agency, covered by Title I capital grant contracts, may not have been provided, and it is further agreed that the term "other projects" in Section 403 of Part II hereof has reference to completed projects respecting which the Net Project Costs have been determined.

SEC. 13. Work by Redeveloper. -- Notwithstanding any other provision of this Contract, the work covered by Paragraphs (b) and (c) of Section 5 of Part I hereof may be performed under a contract or contracts for the sale of Project Land: Provided, That no part of the cost of such work required to be performed

under such redeveloper's contract shall be eligible for inclusion in Gross Project Cost: And provided further, That the redeveloper, in the performance of such work, shall be deemed to be a Contractor within the meaning of Subsection (A) of Section 107 of Part II hereof excepting Paragraphs (13) and (21) thereof.

SEC. 14. Compliance with Labor and Construction Provisions by Redeveloper. -- With respect to the work covered by Paragraphs (b) and (c) of Section 5 of this Contract, the redeveloper shall be required to comply with those labor and construction provisions contained in Section 107 of Part II hereon (with the exception of Section 107(E) thereof) which are described therein as applicable to the Project or to project work, and the contract between the Local Public Agency and the redeveloper shall so provide by appropriate language satisfactory to the Administrator.

SEC. 15. Special Conditions. -- None

IN WITNESS WHEREOF, the Local Public Agency has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this 30th day of January 1963.

(SEAL)

CITY OF NEW YORK

By /s/ Edward F. Cavanagh Jr.
Deputy Mayor

ATTEST:

/s/ Herman Katz

City Clerk

APPROVED AS TO FORM

/s/ Irwin Handel
Acting Corporation Counsel

UNITED STATES OF AMERICA
Housing and Home Finance Administrator

By /s/ C. J. Horan
Regional Director of Urban Renewal
Region I

E-226

SCHEDULE A

BEGINNING at the intersection of the eastern line of Central Park West with the southern line of W. 97th Street as extended; thence westerly along the southern line of W. 97th Street as extended and the southern line of W. 97th Street to the western line of Amsterdam Avenue; thence southerly along the western line of Amsterdam Avenue to the southern line of W. 87th Street; thence easterly along the southern line of W. 87th Street and said line extended to the eastern line of Central Park West; thence northerly along the eastern line of Central Park West to the point of BEGINNING.

E-227

Form H-3156b
(5-60)

CAPITAL GRANT CONTRACT

PART II

TERMS AND CONDITIONS

Housing and Home Finance Agency
URBAN RENEWAL ADMINISTRATION
Washington 25, D. C.

E-228

CAPITAL GRANT CONTRACT

Table of Contents

PART II

Page

ARTICLE I -- PROJECT DEVELOPMENT

SEC. 101. DATA FILED AND DETERMINATIONS AND CERTIFICATIONS MADE

(A) Data Filed with Administrator. - - - - - - - - - - - - - - 1
(B) Data Presented to and Determinations and Certifications Made by Administrator. - - - - - - - - - - - - - - - - - 2

SEC. 102. GENERAL PROVISIONS

(A) Accomplishment of Project. - - - - - - - - - - - - - - - - 2
(B) Project Signs. - 2
(C) Naming Project. - 2

SEC. 103. PROVISIONS RELATING TO SUPERVISION AND INSPECTIONS

(A) Local Public Agency Supervision and Inspection. - - - - - - 2
(B) Government Inspections. - - - - - - - - - - - - - - - - - - 2
(C) Expenses for Government Inspections and Representatives. - 3
(D) Office Facilities for Government's Representatives. - - - 3

SEC. 104. PROVISIONS RELATING TO ADMINISTRATION

(A) Books and Records. - 3
(B) Audits and Inspections. - - - - - - - - - - - - - - - - - - 4
(C) Reports and Information. - - - - - - - - - - - - - - - - - 4
(D) Safeguarding Operations and Funds. - - - - - - - - - - - - 4
(E) Copies of Documents. - - - - - - - - - - - - - - - - - - - 4

SEC. 105. PROVISIONS RELATING TO BUDGETARY CONTROL OF GROSS AND NET PROJECT COSTS

(A) Definitions.

(1) Gross Project Cost. - - - - - - - - - - - - - - - - - - - 5
(2) Item I of Gross Project Cost. - - - - - - - - - - - - - - 7
(3) Net Project Cost. - 7

(B) Estimate of Gross and Net Project Costs and Financing Plans.

(1) Initial Estimate. - 7
(2) Submission of Revised Estimate. - - - - - - - - - - - - - 7
(3) Review of Revised Estimate. - - - - - - - - - - - - - - - 8
(4) Reports on Status of Estimate. - - - - - - - - - - - - - - 8
(5) Administrator May Require Submission of Revised Estimate. - 8

E-229

Page

(C) Project Expenditures Budget.

(1) Initial Budget. - - - - - - - - - - - - - - - - - - - 8
(2) Incurring of Costs and Obligations on Basis of Budget. - - - - - - - - - - - - - - - - - - 9
(3) Submission of Revised Budget. - - - - - - - - - - 9
(4) Review of Revised Budget. - - - - - - - - - - - - 9
(5) Reports on Status of Budget. - - - - - - - - - - - 9
(6) Administrator May Require Submission of Revised Budget. - 10

SEC. 106. LAND PROVISIONS

(A) Land Holding and Excessive Prices. - - - - - - - - - - 10
(B) Recordation. - 10
(C) General Requirements Concerning Land. - - - - - - - - - 10
(D) Value at which Project Land is Made Available. - - - - - 11
(E) Sales of Project Land to be for Cash. - - - - - - - - - 11
(F) Payment for Project Land Made Available for Low-Rent Housing. - 11
(G) Payment for Project Land Retained by Local Public Agency, Including Low-Rent Housing. - - - - - - - - - - - - - - - 11
(H) Obligating Redevelopers. - - - - - - - - - - - - - - - 11
(I) Obligations of Local Public Agency Where it is the Redeveloper. - 12
(J) Compensation by Local Public Agency for Project Land Leased. - 12

SEC. 107. LABOR AND CONSTRUCTION PROVISIONS

(A) Protection of Labor Standards.

(1) Minimum Salary Rates of Architects, etc. - - - - - - 12
(2) Minimum Wage Rates for Laborers and Mechanics. - - - 12
(3) Employment of Apprentices. - - - - - - - - - - - - 12
(4) Payments to Architects, etc. - - - - - - - - - - - 12
(5) Payments to Laborers and Mechanics. - - - - - - - - 12
(6) Methods of Payments to Laborers and Mechanics. - - - 13
(7) Computation of Amounts Due Architects, etc. - - - - 13
(8) Computation of Amounts Due Laborers and Mechanics. - 13
(9) Deductions from Salaries or Wages Due. - - - - - - - 13
(10) Compliance with Salary and Wage Provisions Regardless of Certain Contractual Relationships. - - - - - - - 13
(11) Underpayments of Salaries or Wages. - - - - - - - - 13
(12) Contractors' Certificates. - - - - - - - - - - - - 13
(13) Discrimination because of Race, Religion, Color or National Origin. - - - - - - - - - - - - - - - - 14
(14) Employment of Person Serving Sentence in Penal or Correctional Institution. - - - - - - - - - - - - - 14

E-230

		Page
(15)	Anti-Kickback Regulations.	14
(16)	Posting Prevailing Wage Rates, etc., for Laborers and Mechanics.	14
(17)	Discharging or Discriminating Against Employees because of Certain Labor Matters.	15
(18)	Claims and Disputes; Architects, etc.	15
(19)	Claims and Disputes; Laborers and Mechanics.	15
(20)	Questions Concerning Certain Federal Statutes and Regulations.	15
(21)	Termination of Contractor's Contract for Breach of Labor Stipulations.	15
(22)	Ineligible Subcontractors.	15
(B)	Provisions to be Included in Certain Contracts.	16
(C)	Certain Contractors Ineligible for Contract Awards.	16
(D)	Payrolls of Contractors and Subcontractors.	16
(E)	Contract and "Force Account" Work.	17
(F)	Competitive Bidding.	17
(G)	Inapplicability of Requirements of Foregoing Subsections to Certain Items.	17
(H)	State or Local Laws Concerning Wage Rates for Laborers and Mechanics.	18
SEC. 108.	PROVISIONS RELATING TO PROPOSED ACTIONS	
(A)	Types of Project Data to be Furnished.	18
(B)	Advice by Administrator to Local Public Agency Concerning Certain Proposed Actions by Latter.	19
ARTICLE II --	GENERAL CONDITIONS PREREQUISITE TO PROJECT CAPITAL GRANT PAYMENTS	
SEC. 201.	CONDITIONS PREREQUISITE TO PAYMENT ON ACCOUNT OF PROJECT CAPITAL GRANT	20
ARTICLE III --	PROJECT EXPENDITURES ACCOUNT AND PROJECT RECEIPTS ACCOUNT	
SEC. 301.	PROJECT EXPENDITURES ACCOUNT	
(A)	Establishment and Maintenance.	22
(B)	Deposits.	22
(C)	Withdrawals.	22
(D)	Checks, Orders and Vouchers.	23
SEC. 302.	PROJECT RECEIPTS ACCOUNT	
(A)	Establishment and Maintenance.	23
(B)	Deposits.	23
(C)	Withdrawals.	24
(D)	Checks, Orders and Vouchers.	24

E-231

	Page
SEC. 303. WHEN RIGHTS AND REMEDIES NOT WAIVED - - - - - - - - - -	24
ARTICLE IV -- LOCAL GRANTS-IN-AID	
SEC. 401. DEFINITION OF LOCAL GRANT-IN-AID - - - - - - - - - - - -	25
SEC. 402. NON-CASH LOCAL GRANTS-IN-AID COMMENCED PRIOR TO THIS CONTRACT -	25
SEC. 403. MINIMUM AMOUNT -	26
SEC. 404. SEPARATION OF NON-CASH LOCAL GRANT-IN-AID WORK FROM OTHER WORK -	26
SEC. 405. CERTIFICATE OF COST OR VALUE OF LOCAL GRANTS-IN-AID - -	26
ARTICLE V -- PROJECT CAPITAL GRANT	
SEC. 501. CERTIFICATE OF COMPLETION AND OF GROSS AND NET PROJECT COSTS	
(A) Submission of Certificate. - - - - - - - - - - - - - - - -	27
(B) Review of Certificate. - - - - - - - - - - - - - - - - - -	28
(C) Failure to Submit Certificate. - - - - - - - - - - - - - -	28
SEC. 502. CERTAIN DUTIES OF LOCAL PUBLIC AGENCY - - - - - - - -	29
SEC. 503. ADVANCE OR PROGRESS PAYMENTS - - - - - - - - - - - -	29
ARTICLE VI -- MISCELLANEOUS PROVISIONS	
SEC. 601. MEETING REQUIREMENTS OF STATE OR OTHER LAW - - - - - - -	30
SEC. 602. INTEREST OF CERTAIN FEDERAL OFFICIALS - - - - - - - - -	30
SEC. 603. INTEREST OF LOCAL PUBLIC AGENCY PERSONNEL AND OTHER LOCAL PUBLIC OFFICIALS	
(A) Local Public Agency Personnel. - - - - - - - - - - - - - -	30
(B) Other Local Public Officials. - - - - - - - - - - - - - - -	30
SEC. 604. INDIVIDUAL LIABILITY OF LOCAL PUBLIC AGENCY PERSONNEL -	30
SEC. 605. BONUS, COMMISSION OR FEE - - - - - - - - - - - - - - -	31
SEC. 606. CLAIMS AGAINST GOVERNMENT BY THIRD PERSONS - - - - - - -	31
SEC. 607. GOVERNMENT'S OBLIGATION TO ENTER INTO OTHER CONTRACTS -	31

E-232

		Page
SEC. 608.	PROVISIONS CONCERNING CERTAIN WAIVERS	31
SEC. 609.	NOTICES	31
SEC. 610.	USE OF CERTAIN TERMS	31
SEC. 611.	MATTERS TO BE DISREGARDED	33
SEC. 612.	HOW CONTRACT AFFECTED BY PROVISIONS BEING HELD INVALID	33
SEC. 613.	FINALITY OF APPROVALS	33
LIST OF DEFINED TERMS		34

E-233

ARTICLE I -- PROJECT DEVELOPMENT

SEC. 101. DATA FILED AND DETERMINATIONS AND CERTIFICATIONS MADE

(A) Data Filed with Administrator. -- The Local Public Agency has filed with the Administrator the following items which the latter has determined (subject to other provisions hereof) are satisfactory:

(1) Its application for Federal financial aid in the form of a capital grant under Title I to assist it in carrying out the Project;

(2) A copy of a general plan for the development of the locality as a whole in which the Project is situated, which plan the Local Public Agency hereby represents is the existing duly authorized general plan for the development of such locality;

(3) A copy of an urban renewal plan for the Urban Renewal Area, which plan the Local Public Agency hereby represents is the existing duly authorized urban renewal plan for the Urban Renewal Area (said plan, together with such amendments thereof, if any, as may hereafter be made in conformity with applicable law and this Contract, being herein called the "Urban Renewal Plan");

(4) Documentary data indicating that the aforesaid urban renewal plan has been approved by the governing body of the locality in which the Project is situated and that such approval includes findings by such governing body that:

(a) The Federal financial aid provided for in this Contract is necessary to enable the Project to be undertaken in accordance with said urban renewal plan;

(b) Said urban renewal plan will afford maximum opportunity, consistent with the sound needs of such locality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise; and

(c) Said urban renewal plan conforms to said general plan for the development of such locality as a whole;

(5) Documentary data indicating the existence of a feasible method for the temporary relocation of families which are displaced from the Urban Renewal Area in the Local Public Agency's carrying out of the Project, and that there are or are being provided, in the Urban Renewal Area, or in other areas not generally less desirable in regard to public utilities and public and commercial facilities, and at rents or prices within the financial means of the families so displaced from the Urban Renewal Area, decent, safe and sanitary dwellings equal in number to the number of and available to such displaced families and reasonably accessible to their places of employment (said method and provisions, together with such revisions thereof, if any, as may hereafter be made from time to time in conformity with applicable law and this Contract, being herein called the "Relocation Plans"); and

(6) Other documentary data pertinent to said application, general plan, urban renewal plan, approval, findings and data.

(B) Data Presented to and Determinations and Certifications Made by Administrator. -- The Locality in which the Project is situated has presented to the Administrator a "workable program" within the meaning of and in accordance with Section 101(c) of Title I and the Administrator has made such determinations and certifications as are required to have been made by him pursuant to said Section 101(c).

SEC. 102. GENERAL PROVISIONS

(A) Accomplishment of Project. -- The Local Public Agency will carry out the Project with all practicable dispatch, in a sound, economical and efficient manner and in accordance with the Urban Renewal Plan and the provisions of this Contract, and likewise will take all steps necessary to the carrying out of the Relocation Plans and the provision and securing of such Local Grants-in-Aid as are to be provided by it or any other entity for the purposes of this Contract. The Local Public Agency will incorporate in each contract which is entered into by it with respect to the Project, including, without limiting the generality of the foregoing, each lease or conveyance by it of Project Land, such provisions and conditions as may be necessary to enable the Local Public Agency to carry out the Project and to observe, require appropriate observance of, perform and carry out the applicable provisions of this Contract.

(B) Project Signs. -- The Local Public Agency will cause to be promptly prepared at least two signs of appropriate character and design identifying the Urban Renewal Area and indicating the Government's participation with respect to the Project. Thereupon, the Local Public Agency will cause the signs to be erected at conspicuous points in the Urban Renewal Area, and, thereafter, will cause them to be maintained at all times during its carrying out of the Project.

(C) Naming Project. -- The Project shall not be named for any person then living.

SEC. 103. PROVISIONS RELATING TO SUPERVISION AND INSPECTION

(A) Local Public Agency Supervision and Inspection. -- The Local Public Agency will provide and maintain or cause to be provided and maintained, accordingly as may be appropriate, at all proper times, competent and adequate architectural, engineering and other technical supervision and inspection of all work on the Project.

(B) Government Inspections. -- The Government shall have the right to inspect, to the extent deemed necessary by the Administrator, all Project work. The Administrator will inform the Local Public Agency of any noncompliances, with respect to such work, observed by the Administrator in the course of such inspections, but will not issue any orders or instructions to any contractors or subcontractors on such work. The Local Public Agency will take all steps necessary to assure that, for the purposes of this Contract, the Government is permitted to examine and inspect all Project work, and all contracts, materials, equipment, payrolls and employment conditions pertaining to such work, including all relevant data and records.

(C) Expenses for Government Inspections and Representatives. -- The Local Public Agency will compensate the Government for expenses by the Government for the latter's inspections and audits of the Project, and for the Government's provision of the latter's representatives at the site of the Project, by paying the Government a fixed fee therefor in the amount stated in Part I hereof. Such amount shall be payable solely out of funds becoming available to the Local Public Agency for its undertaking of the Project.

(D) Office Facilities for Government's Representatives. -- The Local Public Agency will promptly provide or cause to be provided and, at all times during its carrying out of the Project, will maintain or cause to be maintained, reasonably adequate office facilities at or reasonably near to the site of the Project for the use of the Government's representatives who may be assigned to the examination or inspection of the Project or the records and other matters relative thereto.

SEC. 104. PROVISIONS RELATING TO ADMINISTRATION

(A) Books and Records. -- The Local Public Agency will keep full and accurate books and records with respect to all matters covered by this Contract, including books and records which permit a speedy and effective audit and will fully disclose:

(1) The amount and disposition by the Local Public Agency of the Project Capital Grant and of the increase therein provided for in Section 3 hereof;

(2) All items of costs chargeable or which are proposed to be charged to Item I of Gross Project Cost;

(3) The source, amount and disposition by the Local Public Agency of any private or other non-Federal funds (including any local loans to the Project and any cash Local Grants-in-Aid with respect to the Project) used by the Local Public Agency for or in connection with the Project;

(4) The source and, accordingly as may be appropriate, the amount, cost or value of each Local Grant-in-Aid which is furnished, either by the Local Public Agency or any other entity, for the purposes of this Contract;

(5) All Project work and undertakings and all contracts which are entered into by the Local Public Agency pertaining thereto;

(6) The individuals, families, and business concerns which are displaced in the carrying out of the Project, the pertinent facts concerning their relocation and the making of relocation payments therefor;

(7) All proceedings which are taken by the Local Public Agency with respect to any of the matters hereinbefore in this Section mentioned.

(B) Audits and Inspections. -- The Local Public Agency will, at any time during normal business hours, and as often as the Administrator may deem necessary, permit the Administrator to have full and free access to all of its books and records with respect to the matters mentioned in subsection (A) of this Section, and will permit the Administrator to audit, examine, and make excerpts or transcripts from, such books and records, and to review, inspect and make audits of all Project work, contracts, invoices, materials, payrolls, records of personnel, conditions of employment, books of accounts, and other documentary data pertaining to such matters.

(C) Reports and Information. -- The Local Public Agency will, at such times as the Administrator may reasonably require, furnish him with such periodic reports and statements, and such other documentary data and information, as he may reasonably request, pertaining to the various matters covered by this Contract, including, without limiting the generality of the foregoing, the progress and status of the Project, matters pertaining to Local Grants-in-Aid and to the books, records and other data mentioned in subsections (A) and (B) of this Section.

(D) Safeguarding Operations and Funds. -- The Local Public Agency will safeguard operations by it or on its behalf under this Contract, all funds becoming available to it for the undertaking of the Project or for the provision directly by it of any Local Grant-in-Aid for the purposes of this Contract, all funds becoming available to it which are to be deposited in the Project Receipts Account, and all properties which are utilized by it or on its behalf for undertaking and accomplishing its operations under this Contract, by insurance, or fidelity or surety bonds, accordingly, as may be appropriate, or, if the Administrator shall so approve, by taking such other action concerning such operations, funds and properties as shall be consistent with its normal practices respecting its other operations, funds and properties. The Local Public Agency will, at all proper times, maintain appropriate insurance covering damages to or destruction of such of its buildings and other properties forming part of the Project as are not to be demolished. Insurance, or fidelity or surety bonds, provided pursuant to the foregoing provisions of this subsection shall be of such types, in such amounts, with such coverages and otherwise as shall be satisfactory to the Administrator and proper and adequate for the purposes of this Contract.

(E) Copies of Documents. -- The Local Public Agency will promptly furnish the Administrator with such copies as he may reasonably require, for his use under this Contract, of the following described documents concerning the Project:

(1) The general plan for the development of the locality as a whole;

(2) The Urban Renewal Plan;

(3) The Relocation Plans;

(4) Appraisal Reports;

(5) Leases;

(6) Rental agreements;

(7) Instruments of conveyance;

(8) Title evidence respecting Project Land;

(9) Ordinances, resolutions and other proceedings;

(10) Contracts of all types;

(11) Purchase orders, contract amendments, contract change orders, novations and assignments;

(12) Determinations respecting liquidated damages and extensions of time under contracts;

(13) Payrolls and other data relative to the provisions of this Contract pertaining to employment;

(14) Fidelity bonds, surety bonds, insurance policies, and certificates covering or other proofs of insurance or of such bonds or policies;

(15) Physical progress reports and forecasts, and financial estimates, reports and projections; and

(16) Other similar or relevant documentary data.

SEC. 105. PROVISIONS RELATING TO BUDGETARY CONTROL OF GROSS AND NET PROJECT COSTS

(A) Definitions. --

(1) Gross Project Cost. -- The term, "Gross Project Cost", means the total of

(a) The amount of the expenditures by the Local Public Agency with respect to any and all undertakings necessary to carry out the Project in accordance with the provisions of this Contract and the Project Expenditures Budget (including the payment of carrying charges but not beyond the point where the Project is completed; and not including relocation payments referred to in Section 3 hereof): Provided, That where real property in the Project Area is acquired and is owned as part of the Project by the Local Public Agency and such property is not subject to ad valorem taxes by reason of its ownership by the Local Public Agency and payments in lieu of taxes are not made on account of such property, there may be included in Gross Project Cost an amount equal to the ad valorem taxes which would have been levied on such property if it had been subject to ad valorem taxes, but prorated for the period during which such property is owned by the Local Public Agency as part of the Project, and such amount shall also be considered a cash Local Grant-in-Aid actually made with respect to the Project: Provided further, That such amount and the amount of taxes or payments in lieu of taxes includable in Gross Project Cost shall be subject to the approval of the Administrator and the rules, regulations, limitations and conditions prescribed by the Administrator with respect thereto: Provided further, That there shall be applied to the reduction of Gross Project Cost the net income, if any, which is derived from the temporary operation of Project Land pending its ultimate disposition; the net income, if any,

which is derived directly from the demolition of buildings and structures on Project Land; and any other income in the form of miscellaneous receipts or otherwise, which is derived from the undertaking of the Project: Provided further, That subject to the concurrence of the Administrator, there may be included in Gross Project Cost, in accordance with the provisions of Section 110(e) of Title I, an amount in lieu of carrying charges which might otherwise have been payable on moneys of the Local Public Agency which are actually expended and outstanding for undertakings (other than in the form of Local Grants-in-Aid) necessary to carry out the Project; and

(b) The amount of such non-cash Local Grants-in-Aid actually made with respect to the Project as are eligible under this Contract: Provided, That where Project Land is used, in whole or in part, as a site for a low-rent housing project assisted under the United States Housing Act of 1937, as amended, or under a State or local program found by the Administrator to have the same general purposes as the Federal program under such Act, the local contribution in the form of tax exemption or tax remission required by Section 10(h) of such Act or by analagous provisions in legislation authorizing such State or local program with respect to the low-rent housing project into which such Project Land is incorporated shall, in the amount determined by the Administrator to be authorized by Section 107 of Title I, be considered a non-cash Local Grant-in-Aid actually made with respect to the Project within the meaning of this subsection: Provided further, That the aggregate expenditures determined by the Administrator to have been made in accordance with Section 112 of Title I by an educational institution (directly or through a private redevelopment corporation) for the acquisition (from others than the Local Public Agency), within, adjacent to, or in the immediate vicinity of the Urban Renewal Area, of land, buildings, and structures to be redeveloped or rehabilitated by such institution for educational uses in accordance with the Urban Renewal Plan (or with a development plan proposed, found acceptable and approved, as provided in Section 112 of Title I), and for the demolition of such buildings and structures (including expenditures to assist in relocating tenants therefrom), if, pursuant to such Urban Renewal Plan or development plan, the land is to be cleared and redeveloped, as certified by such institution to the Local Public Agency and approved by the Administrator, shall be considered a non-cash Local Grant-in-Aid actually made with respect to the Project within the meaning of this subsection:

Provided further, That, subject to the provisions of Section 402 of this Contract, expenditures for carrying out the Project made prior to the effective date of this Contract shall not be eligible for inclusion under Section 105(A)(1) hereof unless such costs were incurred on or after the effective date and in accordance with the applicable provisions of (i) another contract for Federal financial assistance with respect to the Project under Title I of the Housing Act of 1949 or under said Title I as amended, or (ii) a written approval given, prior to the effective date of this Contract, to the Local Public Agency by the Administrator with respect to such expenditures.

(2) Item I of Gross Project Cost. -- The term, "Item I of Gross Project Cost", means, subject to the provisos set forth in Section 105(A)(1) hereof, only that part of Gross Project Cost covered by Section 105(A)(1)(a) hereof.

(3) Net Project Cost. -- The term, "Net Project Cost", means the amount by which Gross Project Cost exceeds the aggregate of the following items:

(a) The total sales prices of all Project Land which is sold by the Local Public Agency, in conformity with this Contract, for use in accordance with the Urban Renewal Plan.

(b) The total capital values imputed by the Local Public Agency in conformity with this Contract, and on a basis which is approved by the Administrator, to all Project Land which is leased to others by it for use in accordance with the Urban Renewal Plan; and

(c) The total capital values imputed by the Local Public Agency, in conformity with this Contract, and on a basis which is approved by the Administrator, to all Project Land which is retained by it for use in accordance with the Urban Renewal Plan.

(B) Estimate of Gross and Net Project Costs and Financing Plans. --

(1) Initial Estimate. -- The estimate of gross and net project costs and financing plans, submitted to the Administrator by the Local Public Agency as a part of its application for the financial aid provided for in this Contract, as such estimate and plans were most recently concurred in by the Administrator prior to the date of the Contract, shall constitute the initial estimate of gross and net project costs, and, together with such revisions thereof as may thereafter from time to time be made in conformity with this Contract, is herein referred to as the "Estimate of Gross and Net Project Costs".

(2) Submission of Revised Estimate. -- In the event that, in the judgment of the Local Public Agency, it appears that (a) the Gross Project Cost will exceed the estimated amount thereof shown in the last previously concurred in Estimate of Gross and Net Project Costs; (b) the Net Project Cost will exceed the estimated amount thereof shown in the last previously concurred in Estimate of Gross and Net Project Costs; (c) there has been, or will be, any change in the amounts shown, or any material change in the methods set forth, in the plan for financing Item I of Gross Project Cost, in the plan for financing Gross Project Cost, or in the plan for financing Net Project Cost, as included in the last previously concurred in Estimate of Gross and Net Project Costs; or if, for any other reason, the Local Public Agency deems it advisable, the Local Public Agency shall prepare (on forms prescribed by the Administrator), and promptly submit to the Administrator, a revised estimate of gross and net project costs, or a revised financing plan, or both, as may be appropriate.

(3) Review of Revised Estimate. -- The Administrator will review any revised estimate of gross and net project costs or financing plan which is so submitted by the Local Public Agency and shall notify the Local Public Agency of his concurrence or nonconcurrence therein. If the Administrator does not concur in any such revised estimate of gross and net project costs or financing plan, he shall notify the Local Public Agency accordingly and shall furnish the Local Public Agency with an explanation of the reasons for such non-concurrence. Upon the Administrator's concurrence in any revised estimate of gross and net project costs or financing plan which is submitted as aforesaid, such revision shall supersede any previously concurred in Estimate of Gross and Net Project Costs.

(4) Reports on Status of Estimate. -- At such times during the carrying out of the Project as the Administrator shall specify, but not more often than once a month, the Local Public Agency shall prepare (on forms prescribed by the Administrator), and submit to the Administrator, a report showing: (a) the non-cash Local Grants-in-Aid actually made and to be made with respect to the Project; (b) the proceeds received and to be received from its disposition (by sale, lease or retention) of Project Land for uses in accordance with the Urban Renewal Plan; and (c) the status of its plan for financing Item I of Gross Project Cost and for financing Gross Project Cost and Net Project Cost as included in the last previously concurred in Estimate of Gross and Net Project Costs.

(5) Administrator May Require Submission of Revised Estimate. -- If, on the basis of any such report, or of any report submitted in accordance with paragraph (5) of subsection (C) of this Section, or of the documentary data mentioned in paragraph (6) of subsection (C) of this Section, it appears that, in order to carry out the Project: (a) the Gross Project Cost will exceed the estimated amount thereof shown in the last previously concurred in Estimate of Gross and Net Project Costs; (b) the Net Project Cost will exceed the estimated amount thereof shown in the last previously concurred in Estimate of Gross and Net Project Costs; or (c) there has been, or will be, any change in the amounts shown, or any material change in the methods set forth, in the plan for financing Item I of Gross Project Cost or for financing Gross Project Cost and Net Project Cost as included in the last previously concurred in Estimate of Gross and Net Project Costs, the Administrator may, by notification, require the Local Public Agency to prepare (on forms prescribed by the Administrator) and submit to the Administrator a revised estimate of gross and net project costs or a revised financing plan, or both, as the case may be, and upon receipt of such notification, the Local Public Agency shall promptly prepare and submit the same. Upon the Local Public Agency's submittal thereof, the procedures set forth in paragraph (3) of this subsection (B) shall be applicable.

(C) Project Expenditures Budget. --

(1) Initial Budget. -- The budget for Item I of Gross Project Cost submitted to the Administrator by the Local Public Agency as a part of its application for the financial aid provided for in this Contract, as such budget was most recently concurred in by the Administrator prior to the date hereof, shall constitute the initial budget for Item I of Gross Project Cost, and, together with such revisions thereof as may thereafter from time to time be made in conformity with this Contract, is herein referred to as the "Project Expenditures Budget".

(2) Incurring of Costs and Obligations on Basis of Budget. -- The Local Public Agency will not incur any costs or obligations for Item I of Gross Project Cost in excess of (a) the total amount shown in the last previously concurred in Project Expenditures Budget, or (b) the amount shown in the last previously concurred in Project Expenditures Budget for any of the main classifications which the Administrator shall specify: Provided, That except with respect to the main classifications which the Administrator, pursuant to clause (b) of this paragraph (2), has specified, the Local Public Agency may incur costs or obligations for Item I of Gross Project Cost up to, but not exceeding, such percentage as the Administrator shall specify in excess of the amount shown in the last previously concurred in Project Expenditures Budget for any of the main classifications, if the incurring of such additional costs or obligations with respect to any such main classification will not result in the Local Public Agency's incurring costs and obligations for Item I of Gross Project Cost in excess of the total amount shown in such last previously concurred in Project Expenditures Budget.

(3) Submission of Revised Budget. -- In the event that, in the judgment of the Local Public Agency, it appears that, in order to carry out the Project, it will be necessary for the Local Public Agency to incur costs or obligations for Item I of Gross Project Cost in excess of (a) the total amount shown in the last previously concurred in Project Expenditures Budget; (b) the amount shown in the last previously concurred in Project Expenditures Budget for any of the main classifications specified by the Administrator pursuant to clause (b) of the preceding paragraph (2) of this subsection; or (c) the amount shown in the last previously concurred in Project Expenditures Budget for any of the main classifications other than those specified by the Administrator pursuant to clause (b) of said paragraph (2) of this subsection plus such percentage thereof as may have been permitted pursuant to the proviso set forth in said paragraph (2) of this subsection; or if, for any other reason, the Local Public Agency deems it advisable, the Local Public Agency shall prepare (on forms prescribed by the Administrator), and promptly submit to the Administrator, a revised budget for Item I of Gross Project Cost.

(4) Review of Revised Budget. -- The Administrator will review any revised budget for Item I of Gross Project Cost which is so submitted by the Local Public Agency and shall notify the Local Public Agency of his concurrence or nonconcurrence therein. If the Administrator does not concur in any such revised budget, he shall notify the Local Public Agency and shall furnish the Local Public Agency with a written explanation of the reasons for such nonconcurrence. Upon the Administrator's concurrence in any budget for Item I of Gross Project Cost which is submitted as aforesaid, such revised budget shall supersede any previously concurred in Project Expenditures Budget.

(5) Reports on Status of Budget. -- At such times during the carrying out of the Project as the Administrator shall specify, but not more often then once a month, the Local Public Agency shall prepare (on forms prescribed by the Administrator) and submit to the Administrator a report of the costs and obligations incurred and to be incurred by it, for Item I of Gross Project Cost, in carrying out the Project.

(6) Administrator May Require Submission of Revised Budget. -- If, on the basis of any such report or on the basis of other documentary data pertaining to the Project which is submitted to the Administrator, it appears that, in order to carry out the Project, it will be necessary for the Local Public Agency to incur costs or obligations for Item I of Gross Project Cost in excess of the amounts specified in clauses (a), (b) and (c) of paragraph (3) of this subsection, the Administrator may, by notification, require the Local Public Agency to prepare (on forms prescribed by the Administrator) and submit to the Administrator a revised budget for Item I of Gross Project Cost and, upon receipt of such notification, the Local Public Agency shall promptly prepare and submit such budget. Upon the Local Public Agency's submittal thereof, the procedures set forth in paragraph (4) of this subsection (C) shall be applicable.

SEC. 106. LAND PROVISIONS

(A) Land Holding and Excessive Prices. -- The Local Public Agency will take all reasonable steps to assure that land in the Urban Renewal Area will not be acquired by it as a part of the Project at excessive prices, and to prevent any speculation in the holding of any such land or any Project Land.

(B) Recordation. -- The Local Public Agency will cause to be duly recorded in accordance with applicable local law all instruments which should be recorded in order fully to protect all of its rights, titles and interests in and to any Project Land.

(C) General Requirements Concerning Land. -- The Local Public Agency will:

(1) Take all reasonable steps to remove or abrogate or to cause to be removed or abrogated, any and all legally enforceable provisions in any and all agreements, leases, conveyances or other instruments restricting, upon the basis of race religion, color or national origin, the sale, lease or occupancy of any land in the Urban Renewal Area which the Local Public Agency acquires as a part of the Project;

(2) Not effect or execute, and will adopt effective measures to assure that there is not effected or executed by the purchases or lessees from it (or the successors in interest of such purchasers or lessees), any agreement, lease, conveyance or other instrument whereby Project Land which is disposed of by the Local Public Agency is restricted, either by the Local Public Agency or by such purchasers, lessees or successors in interest, upon the basis of race, religion, color or national origin, in the sale, lease or occupancy thereof;

(3) Not sell, mortgage, lease, or otherwise dispose of or encumber, any of the Project Land which is held by it as a part of the Project, except in accordance with and in order to carry out the Urban Renewal Plan;

(4) Duly observe and conform to all valid requirements of any governmental authority relative to Project Land which is held by the Local Public Agency as a part of the Project, and all covenants, terms and conditions applicable to Project Land so held; and

(5) Not enter into any understanding with respect to, or contract for, the disposition of land within the Urban Renewal Area unless and until the Local Public Agency shall have made public, in such form and manner as may be prescribed by the Administrator, (a) the name of the redeveloper, together with the names of its officers and principal members, shareholders and investors, and other interested parties, (b) the redeveloper's estimate of the cost of any residential redevelopment and rehabilitation, and (c) the redeveloper's estimate of rentals and sales prices of any proposed housing involved in such redevelopment and rehabilitation.

(D) Value at which Project Land is Made Available. -- All Project Land which the Local Public Agency makes available by sale, lease or retention will be made available at not less than its fair value for uses in accordance with the Urban Renewal Plan.

(E) Sales of Project Land to be for Cash. -- With respect to all Project Land which the Local Public Agency sells, each such sale shall be for cash to be paid to it in full not later than the date of delivery of the instrument of conveyance thereof.

(F) Payment for Project Land Made Available for Low-Rent Housing. -- If any Project Land is made available by the Local Public Agency to a public housing agency for use as a site for a low-rent housing project assisted under the United States Housing Act of 1937, as amended, or under a State or local program found by the Administrator to have the same general purposes as the Federal program under such Act, the Local Public Agency will require that payment in cash shall be made to it for such land by the public housing agency undertaking the housing project in an amount equal to the fair value of land to a private redeveloper who wants to buy a site in the community for private rental housing with physical characteristics similar to those of the proposed low-rent housing project. The payment so made shall be deposited forthwith by the Local Public Agency in the Project Receipts Account.

(G) Payment for Project Land Retained by Local Public Agency, Including Low-Rent Housing. -- If any Project Land is to be retained by the Local Public Agency for uses in accordance with the Urban Renewal Plan, it shall transfer to the Project Receipts Account, from other appropriate funds (which shall not include funds in or belonging in the Project Expenditures Account) of the Local Public Agency, as compensation for such Project Land, an amount in cash not less than the total capital value imputed thereto in conformity herewith: Provided, however, That if the Local Public Agency is also the public housing agency, and retains land as a site for a low-rent housing project of the type described in subsection (F) of this Section, the amount transferred to the Project Receipts Account shall be computed in accordance with the provisions of subsection (F). Upon but not before such transfer of funds such Project Land shall be deemed, for the purposes of this Contract, to be so retained by it.

(H) Obligating Redevelopers. -- When Project Land is sold or leased by the Local Public Agency, it will obligate the purchasers or lessees, as the case may be, and the assignees of such purchasers or lessees (1) to devote such Project Land to the uses specified in the Urban Renewal Plan; and (2) to begin and complete, within a reasonable time, the construction of any improvements on such Project Land required by the Urban Renewal Plan: Provided, That clause (2) of this subsection shall not apply to mortgagees and others who acquire an interest in such property as a result of the enforcement of any lien or claim thereon.

(I) Obligations of Local Public Agency Where it is the Redeveloper. -- If any Project Land is retained by the Local Public Agency for uses in accordance with the Urban Renewal Plan, it will (1) devote such Project Land to the uses specified in the Urban Renewal Plan; and (2) begin and complete, within a reasonable time, the construction of any improvements on such Project Land required by the Urban Renewal Plan.

(J) Compensation by Local Public Agency for Project Land Leased. -- If, in its carrying out of the Project, the Local Public Agency leases any Project Land to others for uses in accordance with the Urban Renewal Plan, then, promptly following its consummation of such a lease, the Local Public Agency shall transfer to the Project Receipts Account from other appropriate funds of the Local Public Agency (which shall not include funds in or belonging in the Project Expenditures Account) an amount in cash not less than the capital value imputed in conformity herewith to the Project Land to which such lease pertains.

SEC. 107. LABOR AND CONSTRUCTION PROVISIONS

(A) Protection of Labor Standards. --

(1) Minimum Salary Rates for Architects, etc. -- Not less than the salaries prevailing in the locality in which the Project is situated, as determined or adopted (subsequent to a determination under applicable State or local law) by the Administrator, shall be paid to all architects, technical engineers, draftsmen and technicians who are employed in the development of the Project.

(2) Minimum Wage Rates for Laborers and Mechanics. -- Not less than the wages prevailing in the locality in which the Project is situated, as predetermined by the Secretary of Labor, United States Department of Labor, pursuant to the Davis-Bacon Act (49 Stat. 1011), shall be paid to all laborers and mechanics who are employed in the development of the Project: Provided, That the foregoing provisions of this paragraph (2) shall not apply to laborers or mechanics who are employees of the Local Public Agency or of municipalities or other local public bodies.

(3) Employment of Apprentices. -- Apprentices who are employed in the development of the Project shall be permitted to work thereon only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor, or, if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

(4) Payments to Architects, etc. -- Each architect, technical engineer, draftsman or technician to whom the foregoing salary provisions are applicable shall be paid unconditionally and not less often than once each month.

(5) Payments to Laborers and Mechanics. -- Each laborer or mechanic to whom the foregoing wage provisions are applicable shall be paid unconditionally and not less often than once each week.

(6) Methods of Payments to Laborers and Mechanics. -- Each such laborer or mechanic shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities, to be approved by the Local Public Agency, for the cashing of the same without cost or expense to the employee.

(7) Computation of Amounts Due Architects, etc. -- The full amount which is due any such architect, technical engineer, draftsman or technician at the time of such payment shall be computed at the applicable salary rate.

(8) Computation of Amounts Due Laborers and Mechanics. -- The full amount which is due any such laborer or mechanic at the time of such payment shall be computed at the applicable wage rate.

(9) Deductions from Salaries or Wages Due. -- Each architect, technical engineer, draftsman, technician, laborer or mechanic employed in the development of the Project shall be paid the full amount which is due him at the time of payment, without deductions or rebate on any account except only such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable Anti-Kickback regulations issued by the Secretary of Labor, United States Department of Labor.

(10) Compliance with Salary and Wage Provisions Regardless of Certain Contractual Relationships. -- Each contract which is let by the Local Public Agency, calling for work on the Project, shall require compliance with salary and wage provisions with respect to architects, technical engineers, draftsmen, technicians, laborers and mechanics who are employed thereon by the contractor or by any subcontractors thereunder which are in accordance with this subsection, regardless of any contractual relationship which may be alleged to exist between such contractor or subcontractor and such architects, technical engineers, draftsmen, technicians, laborers or mechanics.

(11) Underpayments of Salaries or Wages. -- In case of underpayment of salaries or wages by any such contractor or by any subcontractor thereunder to architects, technical engineers, draftsmen, technicians, laborers or mechanics who are employed by him in the development of the Project, the Local Public Agency shall withhold from the contractor, out of payments which are due, so much thereof as may be considered necessary to pay such employees so employed by the contractor or by any subcontractor thereunder, the full amount of salaries or wages which are required by the particular contract, and the Local Public Agency shall disburse for and on account of the contractor or the subcontractor (as may be appropriate) to the respective employees to whom they are due, the amount [illegible].

(12) Contractors' Certificates. -- The Local Public Agency will require of each of its contractors whose contract calls for work on the Project and entails, for such work, the employment of laborers or mechanics, that, before each payment thereunder by the Local Public Agency to such contractor, he shall furnish the Local Public Agency with his certificate (at least in duplicate), substantially to the effect that the contractor and each subcontractor whose contract calls for any of the work and entails therefor the employment of laborers or mechanics, has complied with the wage and other labor-standards

provisions of the contractor's contract with the Local Public Agency which pertain to such laborers and mechanics or that there is an honest dispute with respect to such provisions. The Local Public Agency will furnish to the Administrator one copy of each such certificate promptly following its receipt thereof. The form of the certificate to be used shall be satisfactory to the Administrator.

(13) Discrimination because of Race, Religion, Color or National Origin. -- In the carrying out of the Project, there shall be no discrimination against any employee or applicant for employment on Project work because of race, religion, color or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Local Public Agency will insert the foregoing provision of this paragraph (13) in all of its contracts for Project work and will require all of its contractors for such work to insert a similar provision in all subcontracts for Project work: Provided, That the foregoing provisions of this paragraph shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Local Public Agency will cause to be posted, in conspicuous places available for employees and applicants for employment for Project work, notices to be provided by the Administrator setting forth the applicable provisions of this paragraph.

(14) Employment of Person Serving Sentence in Penal or Correctional Institution. -- No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on Project work.

(15) Anti-Kickback Regulations. -- The Local Public Agency will require each of its contractors whose contract calls for work on the Project to comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c) and any amendments or modifications thereof, that each such contractor cause appropriate provisions to be inserted in subcontracts covering any such work to insure compliance therewith by all subcontractors subject thereto, and that each such contractor be responsible for the submission of affidavits required of such subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

(16) Posting Prevailing Wage Rates, etc., for Laborers and Mechanics. -- The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor showing the prevailing wages determined in conformity with the provisions of paragraph (2) of this subsection for the various classifications of laborers and mechanics who are employed in the development of the Project, and a statement showing all deductions, if any, authorized to be made from wages which are actually earned by persons so employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

(17) Discharging or Discriminating Against Employees because of Certain Labor Matters. -- No architect, technical engineer, draftsman, technician, laborer or mechanic who is employed in the development of the Project shall be discharged or in any other manner discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to his employer.

(18) Claims and Disputes; Architects, etc. -- Claims and disputes pertaining to salary rates or to classifications of architects, technical engineers, draftsmen or technicians who are employed in the development of the Project shall be reported by the Local Public Agency to the Administrator and otherwise shall be handled in accordance with applicable law.

(19) Claims and Disputes; Laborers and Mechanics. -- Claims and disputes pertaining to wage rates or to classifications of laborers or mechanics to whom the wage provisions hereof are applicable shall be referred, through the Administrator, to the Secretary of Labor, United States Department of Labor, for the latter's decision which shall be final with respect thereto.

(20) Questions Concerning Certain Federal Statutes and Regulations. -- All questions arising between the Local Public Agency and Project contractors, subcontractors or employees, or between any of them, which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Act, (c) the aforesaid Davis-Bacon Act, or (d) the labor-standards provisions of Title I, shall be referred, through the Administrator, to the Secretary of Labor for the latter's appropriate ruling or interpretation which shall be authoritative and may be relied upon in accordance with applicable law.

(21) Termination of Contractor's Contract for Breach of Labor Stipulations. -- The Local Public Agency will require of each of its contractors whose contract calls for work on the Project that the breach of any of the wage or other labor-standards provisions of his contract which pertain to laborers or mechanics may be grounds for the Local Public Agency's termination of such contract.

(22) Ineligible Subcontractors. -- The Local Public Agency shall require that none of its contractors whose contract calls for work on the Project shall subcontract any part of the work or permit any of the work subcontracted by him to be further subcontracted, if the proposed subcontractor is, at the time, ineligible, under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

(B) Provisions to be Included in Certain Contracts. -- Before the Local Public Agency receives bids or proposals for, or otherwise negotiates for, a proposed contract which calls for the performance of any work on the Project which will entail, for such work, the employment by the contractor or his subcontractors of architects, technical engineers, draftsmen, technicians, laborers or mechanics, the local Public Agency shall include in the proposed contract documents appropriate salary and wage schedules (including the applicable wage determination decision of the Secretary of Labor, United States Department of Labor) and other provisions which are consistent with the applicable provisions of subsection (A) of this Section, which schedules, wage determination decision and other provisions, as included in such proposed contract documents, shall also be included in the contract documents as executed. The Local Public Agency will include in each contract mentioned in the preceding sentence of this subsection an appropriate provision requiring the contractor to insert in each of his subcontracts which will entail the employment by such subcontractors of architects, technical engineers, draftsmen, technicians, laborers or mechanics, as aforesaid, salary, wage and other provisions which are consistent with such contractor's contract with the Local Public Agency.

(C) Certain Contractors Ineligible for Contract Awards. -- The Local Public Agency shall not award any contract for work on the Project to any contractor who is, at the time, ineligible, under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such contract.

(D) Payrolls of Contractors and Subcontractors. -- The Local Public Agency shall require each of its contractors whose contract calls for work on the Project, and that each such contractor require each such subcontractor thereunder, to prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency, which forms and instructions shall be satisfactory to the Administrator. Each such payroll shall show, among other things, the total number of persons, and, of that number, the total number of Negro (or nonwhite) persons, on the payroll at skilled, semi-skilled or unskilled classifications, employed in the development of the Project, the amount of such payroll and the total man-hours worked for each such indicated grouping. The Local Public Agency will require each such contractor to submit weekly to the Local Public Agency at least two certified copies of all payrolls of such contractor and of such subcontractors thereunder. The Local Public Agency will require that the certification with respect to each such payroll affirm that the payroll is correct and complete, that the wage rates contained therein for laborers and mechanics are not less than those applicable to such laborers and mechanics pursuant to the contractor's contract with the Local Public Agency, and that the classifications set forth for each laborer or mechanic conform with the work he performed. Promptly following its periodical receipt of such copies of such payrolls, the Local Public Agency will transmit one each of the same to the Administrator. The Local Public Agency will require of each such contractor that the payroll records of such contractor and of each such subcontractor covering all laborers and mechanics employed in the

development of the Project under his contract shall be maintained during the course of the work and preserved for a period of three years thereafter. The Local Public Agency will require of each such contractor that such records shall contain the name and address of each such employee, his correct classification, rate of pay, daily or weekly number of hours worked, deductions made and actual wages paid. The Local Public Agency will require of each such contractor that he and each such subcontractor make his respective employment records available for inspection by the Administrator, and authorized representatives of the Local Public Agency and of the United States Department of Labor, and that the Administrator, and such representatives, shall be permitted to interview employees of such contractor or subcontractor during working hours on the job.

(E) Contract and "Force Account" Work. -- All installation, construction, reconstruction, demolition, removal and site improvement work, and all other similar work, of the Local Public Agency, as a part of the Project, will be done under written contracts let by it, except such of the aforementioned work as the Administrator may, upon the written request of the Local Public Agency pursuant to a resolution of its governing body, consent in writing to be performed directly by the Local Public Agency by its utilization of its own employees.

(F) Competitive Bidding. -- The Local Public Agency shall give full opportunity for free, open and competitive bidding for each contract to be let by it calling for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work, as a part of the Project, or for the furnishing of any materials, supplies or equipment for, or for use on, the Project; will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition; and the award of each such contract, when made, will be made by it as soon as practicable to the lowest responsible bidder: Provided, That in the selection of such materials, equipment or supplies, the Local Public Agency may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evident and an appropriate provision for such action is included by it in the proposed contract documents upon which bids are invited, award a contract to a responsible bidder other than the lowest in price: Provided further, That if the estimated amount of the proposed contract, as estimated by the Local Public Agency, is $2,500 or less, such contract may, except where contrary to the requirements of State or local law, be let by the Local Public Agency on the basis of informal bidding: Provided further, That purchases of such materials, equipment or supplies in amounts of $1,000 or less, and contracts in amounts of $1,000 or less calling for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work, as a part of the Project, may, except where contrary to the requirements of State or local law, be made from time to time by the Local Public Agency without negotiation or competitive bidding and without observance of the other provisions of this subsection.

(G) Inapplicability of Requirements of Foregoing Subsections to Certain Items. -- The requirements of subsections (A) through (F) of this Section shall not apply to non-cash Local Grant-in-Aid work, to materials, equipment, supplies or services forming a part of the cost of a non-cash Local Grant-in-Aid, or to contracts for such work, materials, equipment, supplies or services. Also, said

requirements shall not apply to a redeveloper's work, in his capacity as such, which is referred to in subsections (H) and (I) of Section 106 hereof, or to materials, equipment, supplies or services forming a part of such work, or to contracts for such work, materials, equipment, supplies or services.

(H) State or Local Laws Concerning Wage Rates for Laborers and Mechanics. -- If State or local laws require that laborers or mechanics who are employed by the Local Public Agency's contractors, or by such contractors' subcontractors, in the development of the Project, be paid not less than the wages which are established pursuant to such laws and if such wages so established are higher than the wages which are predetermined by the Secretary of Labor, United States Department of Labor, pursuant to the aforesaid Davis-Bacon Act, to be the wages prevailing in the locality in which the Project is situated, nothing in this Contract is to be construed as intended to relieve the Local Public Agency of its obligation, if any, to require payment of such higher wages.

SEC. 108. PROVISIONS RELATING TO PROPOSED ACTIONS

(A) Types of Project Data to be Furnished. -- The Local Public Agency will promptly furnish the Administrator with such copies as he may reasonably require, for his use under this Contract, of the following items covering actions then proposed to be taken by the Local Public Agency in its carrying out of and which pertain to the Project:

(1) Documentary data covering salary rate determinations made under State or local law with respect to architects, technical engineers, draftsmen and technicians to be employed in the development of the Project;

(2) Contract documents covering contracts of each type it proposes to enter into or upon which it proposes to seek bids or proposals;

(3) Tabulations of bids or proposals it receives on contracts for which it seeks bids or proposals;

(4) Documentary data covering its proposed awards of contracts;

(5) Contract change orders and contract novations which it proposes to issue, and proposed contract assignments which it proposes to approve;

(6) Documentary data covering its proposed determinations respecting liquidated damages and extensions of time under its awarded contracts;

(7) Documentary data covering any Project work it proposes to undertake by so-called "force account";

(8) Reports of appraisals which are made at its instance with respect to land in the Urban Renewal Area to be acquired by it as a part of the Project, and similar reports with respect to Project Land to be disposed of by it;

(9) Documentary data covering its proposed acquisitions of options to acquire land in the Urban Renewal Area as a part of the Project except where the option is for a nominal consideration and the land purchase price stated in the proposed option does not exceed the purchase price of such land, as theretofore concurred in by the Administrator;

(10) Documentary data covering its proposed granting of options to others to acquire Project Land;

(11) Proposed contract documents by which it proposes to contract to acquire land in the Urban Renewal Area as a part of the Project or proposes to contract to dispose of Project Land;

(12) Documentary data covering its proposed acquisitions of land in the Urban Renewal Area as a part of the Project and covering its proposed dispositions and retentions of Project Land;

(13) Documentary data covering its proposed determinations of fair value of Project Land to be disposed of by it;

(14) Documentary data supporting the capital values it proposes to impute to Project Land to be leased by it to others or to be retained by it for use in accordance with the Urban Renewal Plan;

(15) Documentary data covering its proposed arrangements respecting its temporary operation, utilization or disposition of Project Land pending its preparation and ultimate sale, lease or retention of Project Land for uses in accordance with the Urban Renewal Plan;

(16) Documentary data covering its proposed clearance of buildings and structures from the Urban Renewal Area and covering its proposed utilization or disposition of such buildings and structures;

(17) Documentary data covering any proposed changes in the Project, the Urban Renewal Area, the Urban Renewal Plan, or the Relocation Plans; and

(18) Such other documentary data, not hereinbefore mentioned in this subsection, covering any proposed actions of the Local Public Agency pertaining to the Project.

(B) Advice by Administrator to Local Public Agency Concerning Certain Proposed Actions by Latter. -- Notwithstanding any other provisions of this Contract, the Government may elect not to make a requested payment on account of the Project Capital Grant if, after the Local Public Agency shall have furnished any item covered by and in accordance with subsection (A) of this Section, the Local Public Agency shall have proceeded further with respect thereto without having been advised in writing by the Administrator to the effect that the Government has no objection to the Local Public Agency so proceeding (it being the purpose of this subsection, and of subsection (A) of this Section, to insure that the Local Public Agency shall not take any step which might, in the opinion of the Administrator, violate applicable Federal laws or regulations or provisions of this Contract, and to minimize thereby the possibility of violations which might render it impossible for the Government to pay the Project Capital Grant or which might result in unnecessary and ineligible costs or unnecessary delays with respect to the Project).

ARTICLE II -- GENERAL CONDITIONS PREREQUISITE TO PROJECT CAPITAL GRANT PAYMENTS

SEC. 201. CONDITIONS PREREQUISITE TO PAYMENT ON ACCOUNT OF PROJECT CAPITAL GRANT

Notwithstanding any other provisions of this Contract, the Government may elect not to make a requested payment on account of the Project Capital Grant or the increase which is provided for with respect to the Project Capital Grant in Section 3 hereof:

(1) If the Local Public Agency shall have made to the Government any misrepresentation of a material nature in the aforesaid application, or any supplement thereto or amendment thereof, or in this Contract, or in or with respect to any document furnished therewith or pursuant hereto;

(2) If the Local Public Agency shall not have taken all proper steps necessary to the appropriate disposition of any litigation theretofore pending adversely affecting the Project.

(3) If any changes shall have been made in any of the basic elements of the Urban Renewal Plan without the Administrator's prior written concurrence;

(4) If any material changes shall have been made in the Relocation Plans without the Administrator's prior written concurrence;

(5) If the Local Public Agency shall have acquired any land in the Urban Renewal Area as a part of the Project before a public hearing (herein called the "Project Public Hearing") with respect to the Project shall have been duly held following publication of notice of the date, time, place and purpose of the Project Public Hearing, which notice and the publication thereof are satisfactory to the Administrator; Provided, That the Project Public Hearing may be held either by the Local Public Agency, the governing body of the locality in which the Project is situated, or by any other local public body which is authorized or directed by applicable law to hold the same;

(6) If the Local Public Agency shall have acquired (other than by eminent domain proceedings), or contracted to acquire, any land in the Urban Renewal Area as a part of the Project at prices, or upon or subject to covenants, restrictions, terms or conditions, which shall not have been concurred in by the Administrator;

(7) If the Local Public Agency, in acquiring any land in the Urban Renewal Area as a part of the Project by eminent domain proceedings, shall not have received the Administrator's concurrence in such action prior to the institution of such proceedings;

(8) If the Local Public Agency shall have sold or leased, or contracted to sell or lease, or offered for sale or lease, or shall have retained for use in accordance with the Urban Renewal Plan, any Project Land at prices, or upon or subject to covenants, restrictions, terms or conditions, which shall not have been concurred in by the Administrator;

(9) If, in case any Project Land is leased by the Local Public Agency or is retained by it for use in accordance with the Urban Renewal Plan, the capital values imputed by it to such Project Land shall not have been concurred in by the Administrator;

(10) If the Local Public Agency shall have abandoned or, before the completion thereof, terminated the Project; or

(11) If the Local Public Agency shall then be in default with respect to any of the provisions of this Contract theretofore to be complied with by it.

ARTICLE III -- PROJECT EXPENDITURES ACCOUNT AND PROJECT RECEIPTS ACCOUNT

SEC. 301. PROJECT EXPENDITURES ACCOUNT

(A) Establishment and Maintenance. -- The Local Public Agency will set up, and will maintain in a bank or banks which are members of the Federal Deposit Insurance Corporation, a separate and special fund which shall be designated "Project Expenditures Account; Project No. _____", with the Project Number assigned by the Administrator to the Project being set forth in such designation, such fund being, for convenience of reference thereto, elsewhere herein referred to as the "Project Expenditures Account".

(B) Deposits. -- The Local Public Agency will promptly deposit the following moneys in the Project Expenditures Account:

(1) All funds in the form of loans which are made by it to the Project for defraying any costs of the Local Public Agency which it intends to charge to Item I of Gross Project Cost;

(2) All Interim Cash Local Grants-in-Aid which are actually made with respect to the Project;

(3) All income which is derived by it directly from its temporary operation of Project Land pending its preparation and ultimate sale, lease or retention of Project Land;

(4) All income which is derived by it directly from its demolition of buildings and structures on Project Land; and

(5) All other funds of the Local Public Agency which are to be expended by it, in its carrying out of the Project, for items eligible for inclusion in Item I of Gross Project Cost:

Provided, That funds to pay the cost of any non-cash Local Grant-in-Aid, and Deficiency Cash Local Grants-in-Aid, if any, which, in accordance with the terms of this Contract, are required to be deposited in the Project Receipts Account, shall not be deposited in the Project Expenditures Account.

(C) Withdrawals. -- The Local Public Agency will not draw or permit to be drawn any check or order upon the Project Expenditures Account or the moneys belonging therein except for the payment of items which, in conformity with this Contract, are properly chargeable to Item I of Gross Project Cost: Provided, That the Local Public Agency may transfer such amounts as the Government may, from time to time, in writing, approve, from the Project Expenditures Account to a general fund of the Local Public Agency provided for the convenient and efficient payment of items chargeable in part to Item I of Gross Project Cost and in part to any other project or enterprise of the Local Public Agency, but any funds so transferred shall be applied only to the payment of the appropriate portion of such items as may be properly chargeable to Item I

of Gross Project Cost, and any unexpended balance of the amounts so transferred which remains in said fund after all costs properly chargeable to the amounts so transferred have been paid shall be promptly returned to the Project Expenditures Account: Provided further, That after all costs constituting Item I of Gross Project Cost have been paid, if there then remains any unexpended balance in the Project Expenditures Account or of moneys belonging therein, the Local Public Agency may use such unexpended balance for any other lawful purpose: Provided further, That moneys deposited in the Project Expenditures Account or belonging therein may be withdrawn from said Account by the Local Public Agency to make relocation payments, referred to in Section 3 hereof, in accordance with the Project Expenditures Budget and the provisions of this Contract.

(D) Checks, Orders and Vouchers. -- Any check or order which is drawn by the Local Public Agency upon the Project Expenditures Account or upon the moneys belonging therein will be drawn only in accordance with a properly signed voucher then on file in the office of the Local Public Agency stating in proper detail the purposes for which such check or order is drawn. All such checks and orders shall, when paid, together with the vouchers pertaining thereto, be kept separate and apart from all other checks, orders and vouchers.

SEC. 302. PROJECT RECEIPTS ACCOUNT

(A) Establishment and Maintenance. -- The Local Public Agency will set up, and will maintain in a bank or banks which are members of the Federal Deposit Insurance Corporation, a separate and special fund which shall be designated "Project Receipts Account; Project No. _____", with the Project Number assigned by the Administrator to the Project being set forth in such designation, such fund being, for convenience of reference thereto, elsewhere herein referred to as the "Project Receipts Account".

(B) Deposits. -- The Local Public Agency will promptly deposit the following moneys in the Project Receipts Account:

(1) The proceeds of all sales by it of Project Land;

(2) All lease proceeds which it derives under leases by it of Project Land: Provided, That such proceeds shall not be construed to include the income which, in accordance with the terms of Section 301(B)(3) hereof, is required to be deposited in the Project Expenditures Account;

(3) All moneys required by this Contract to be transferred by it to the Project Receipts Account from other funds of the Local Public Agency as compensation by it to said Account for all Project Land which it retains for uses in accordance with the Urban Renewal Plan;

(4) All Deficiency Cash Local Grants-in-Aid which are actually made with respect to the Project; and

(5) All payments which are made to it by the Government on account of the Project Capital Grant.

(C) Withdrawals. -- To the extent that other funds available from time to time to the Local Public Agency for the carrying out of the Project shall be insufficient to meet expenditures made and to be made which are chargeable to Item I of Gross Project Cost, funds in the Project Receipts Account shall be transferred therefrom to the Project Expenditures Account to meet such expenditures. After there shall have been provided funds in an amount sufficient to meet all expenditures made and to be made which are chargeable to Item I of Gross Project Cost, any balance then remaining in the Project Receipts Account may be used by the Local Public Agency for any other lawful purpose.

(D) Checks, Orders and Vouchers. -- Any check or order which is drawn by the Local Public Agency upon the Project Receipts Account or upon the moneys belonging therein will be drawn only in accordance with a properly signed voucher then on file in the office of the Local Public Agency stating in proper detail the purposes for which such check or order is drawn. All such checks and orders shall, when paid, together with the vouchers pertaining thereto, be kept separate and apart from all other checks, orders and vouchers..

SEC. 303. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the Government of any payment on account of the Project Capital Grant constitute or be construed as a waiver by the Government of any breach of covenant or any default which may then exist on the part of the Local Public Agency, and the making of any such payment by the Government while any such breach or default shall exist shall in no wise impair or prejudice any right or remedy available to the Government in respect of such breach or default.

E-257

ARTICLE IV -- LOCAL GRANTS IN AID

SEC. 401. DEFINITION OF LOCAL GRANT-IN-AID

The capitalized term, "Local Grant-in-Aid", means:

(A) Any eligible "Local Grant-in-Aid", as defined in any contract entered into by the Government with the Local Public Agency for a capital grant to the latter for any other projects of the Local Public Agency, on a two-thirds capital grant basis, which Local Grant-in-Aid is actually made with respect to such other project; and

(B) Any eligible "Local Grant-in-Aid" as defined in Title I which is actually made with respect to the Project covered by this Contract, including the amounts which, pursuant to the provisos set forth in Section 105 (A)(1) hereof, are to be considered Local Grants-in-Aid actually made with respect to the Project covered by this Contract.

SEC. 402. NON-CASH LOCAL GRANTS-IN-AID COMMENCED PRIOR TO THIS CONTRACT

No non-cash Local Grant-in-Aid which otherwise meets the requirements of Section 401(B) hereof shall be eligible as a non-cash Local Grant-in-Aid actually made with respect to the Project within the meaning of Section 105(A)(1)(b) hereof unless such non-cash Local Grant-in-Aid was commenced, provided or donated:

(1) On or after the effective date of a Contract for an advance by the Government to the Local Public Agency for surveys and plans in preparation of the Project or of the Administrator's concurrence in the commencement, without Federal assistance, of such surveys and plans and then only after written notification by the Local Public Agency to the Administrator covering the non-cash Local Grant-in-Aid to be commenced, provided or donated; or

(2) On or after the date of the Government's approval of a General Neighborhood Renewal Plan for the area in which the Project is located, and then only after written notification by the Local Public Agency to the Administrator covering the non-cash Local Grant-in-Aid to be commenced, provided or donated; or

(3) In the case of the donation or provision of a public facility or improvement, not more than three (3) years prior to the authorization by the Administrator of this Contract; or

(4) In the case of land acquisition, site clearance or tenant relocation work performed by an educational institution (directly or through a private redevelopment corporation) in accordance with Section 112 of Title I, not more than five (5) years prior to the authorization of this Contract by the Administrator.

SEC. 403. MINIMUM AMOUNT

Notwithstanding any other provisions of this Contract, the Government will not make the final payment on account of the Project Capital Grant if, prior to such payment, there are not provided Local Grants-in-Aid in connection with the Project which, together with the Local Grants-in-Aid provided in connection with all other projects of the Local Public Agency on which contracts for capital grants have theretofore been made by the Government with the Local Public Agency on a two-thirds capital grant basis, shall be at least equal to (but need not be in excess of) one-third of the aggregate of the Net Project Cost of the Project and the net project costs of such other projects: Provided, That in the event that any park, playground, public building, or other public facility is furnished as a non-cash Local Grant-in-Aid in accordance with Section 401(B) hereof, the estimated cost of the same (as determined by the Administrator) may, for the purposes of this Section, be deemed to be the actual cost thereof if (i) the construction or provision of such Local Grant-in-Aid is not completed at the time of the Local Public Agency's preparation and submittal of the Certificate of Completion and of Gross and Net Project Costs, and (ii) said Certificate is accompanied by assurances (in form satisfactory to the Administrator) that such park, playground, public building, or other public facility will be constructed or completed when needed and within a time which shall have been designated by the Administrator.

SEC. 404. SEPARATION OF NON-CASH LOCAL GRANT-IN-AID WORK FROM OTHER WORK

Where any installation, construction, reconstruction, demolition, removal or site improvement work, or any park, playground, public building or facility, is intended to be provided as a non-cash Local Grant-in-Aid, none of such work, nor the provision of any such park, playground, public building or facility, shall be included in any contract by the Local Public Agency covering any work or item which is not intended to be furnished or performed as a non-cash Local Grant-in-Aid (it being the purpose of this Section to insure that non-cash Local Grant-in Aid work, and materials, equipment, supplies and services forming a part of the cost of a non-cash Local Grant-in-Aid, and contracts for such work, materials, equipment, supplies and services shall, at all times, be definitely distinguishable from items and activities which form no part of a non-cash Local Grant-in-Aid and from contracts covering items and activities which are chargeable to Item I of Gross Project Cost).

SEC. 405. CERTIFICATE OF COST OR VALUE OF LOCAL GRANTS-IN-AID

Where any cash or non-cash Local Grant-in-Aid is provided for the purposes of this Contract either by the Local Public Agency or any other entity, promptly following such provision thereof, the Local Public Agency will submit to the Administrator a certificate by the maker of the Local Grant-in-Aid, stating the amount, cost or value (accordingly as may be appropriate) of the Local Grant-in-Aid, and when, by whom and with respect to what particular project the same was actually made, which certificate shall be supported by such maker's appropriately detailed breakdown of the amount, cost or value of the Local Grant-in-Aid.

ARTICLE V -- PROJECT CAPITAL GRANT

SEC. 501. CERTIFICATE OF COMPLETION AND OF GROSS AND NET PROJECT COSTS

(A) Submission of Certificate. -- Promptly after the Project has been completed, and all costs and obligations (other than costs and obligations in connection with items which are disputed, contingent or unliquidated) incurred by the Local Public Agency in connection therewith in accordance with this Contract have been fully paid and proper provision has been made by it for the payment of all such costs and obligations in connection with items which are disputed, contingent or unliquidated, the Local Public Agency shall prepare (on forms prescribed by the Administrator), and submit to the Administrator, a certificate (herein called the "Certificate of Completion and of Gross and Net Project Costs") (1) showing: (a) that all such undertakings have been properly finished and that the Project has been fully completed in accordance with this Contract; (b) that all such costs and obligations (other than costs and obligations in connection with items which are disputed, contingent or unliquidated) incurred by the Local Public Agency have been fully paid; (c) that proper provision has been made by it for the payment of all such costs and obligations in connection with items which are disputed, contingent or unliquidated; and (d) that there are no undischarged mechanics', laborers', contractors' or materialmen's liens in connection with the Project on file in the local public office where the same should be filed in order to be valid against such Project; and (2) setting forth: (a) the total amount of the expenditures made by the Local Public Agency in accordance with this Contract for Item I of Gross Project Cost; (b) the total amount of Local Grants-in-Aid actually made with respect to the Project as were furnished in accordance with this Contract in forms other than cash; (c) the total amount of the proceeds received by the Local Public Agency from its dispostion of Project Land in accordance with this Contract; (d) the capital values imputed by the Local Public Agency in accordance with this Contract to Project Land leased and Project Land retained by it in accordance with this Contract; (e) the Net Project Cost; (f) the aggregate amount of the capital grants with respect to all other projects for which contracts for capital grants on a two-thirds basis have been made with the Local Public Agency which, prior to the date of such Certificate, have been paid, or finally determined by the Administrator, on the basis of such contracts, to be payable; (g) the net project costs with respect to such other projects; (h) the amount of the Project Capital Grant payable pursuant to this Contract; and (i) the amount of relocation payments made pursuant to this Contract: Provided, That for the purpose of Paragraph 2(b) of this subsection, in the event that any park, playground, public building, or other public facility is included amongst the non-cash Local Grants-in-Aid which are actually made with respect to the Project, the estimated cost (as determined by the Administrator) may be deemed to be the actual cost thereof if (i) the construction or provision of such Local Grants-in-Aid is not completed at the time of the Local Public Agency's preparation and submittal of the Certificate of Completion and of Gross and Net Project Costs, and (ii) said Certificate is accompanied by assurances (in form satisfactory to the Administrator) that such park, playground, public building, or other public facility will be constructed or completed when needed and within a time which shall have been designated by the Administrator.

(B) Review of Certificate. -- The Administrator will promptly review the Certificate of Completion and of Gross and Net Project Costs and will determine, for the purposes of this Contract and on the basis of the provisions thereof and the approvals or concurrences theretofore given by him pursuant thereto, whether: (1) the Project has been fully completed in accordance with this Contract; (2) all costs and obligations (other than costs and obligations in connection with items which are estimated, disputed, contingent or unliquidated) incurred by the Local Public Agency in connection with the Project in accordance with this Contract have been fully paid; (3) proper provision has been made by the Local Public Agency for the payment of all such costs and obligations in connection with items which are estimated, disputed, contingent or unliquidated; and (4) the Gross Project Cost and the Net Project Cost, and the amounts eligible for inclusion in each, respectively, and the eligibility of any assistance (including the amount of such assistance eligible) as a Local Grant-in-Aid as shown in such Certificate, are true and correct. The Administrator shall approve the Certificate of Completion and of Gross and Net Project Costs if (a) the Project has been fully completed as aforesaid; (b) all costs and obligations (other than costs and obligations in connection with items which are estimated, disputed, contingent or unliquidated) incurred as aforesaid have been fully paid; (c) proper provision has been made by the Local Public Agency for the payment of all such costs and obligations in connection with items which are estimated, disputed, contingent or unliquidated; and (d) the amounts shown in the Certificate are true and correct. If the Administrator disapproves the Certificate of Completion and of Gross and Net Project Costs, he shall notify the Local Public Agency accordingly and shall furnish the Local Public Agency with an explanation of the reasons for such disapproval. Upon the Administrator's approval of the Certificate of Completion and of Gross and Net Project Costs, final settlement and payment of the Project Capital Grant shall be made by the Government on the basis of such approved Certificate.

(C) Failure to Submit Certificate. -- If, after the Project has been completed and all costs and obligations (other than costs and obligations in connection with items which are estimated, disputed, contingent or unliquidated) incurred by the Local Public Agency in connection therewith in accordance with this Contract have been fully paid, and proper provision has been, or can be, made by the Local Public Agency for the payment of all such costs and obligations in connection with items which are estimated, disputed, contingent or unliquidated, and the Local Public Agency shall delay, for more than 60 days, the submission of the Certificate of Completion and of Gross and Net Project Costs, then, in such event, the Administrator may, for the purposes of this Contract on the basis of the provisions thereof and the approvals or concurrences theretofore given by him pursuant thereto, prepare the Certificate of Completion and of Gross and Net Project Costs, and, after delivery of such Certificate to the Local Public Agency, final settlement and payment of the Project Capital Grant shall be made by the Government on the basis thereof.

SEC. 502. CERTAIN DUTIES OF LOCAL PUBLIC AGENCY

Prior to each payment by the Government on account of the Project Capital Grant or prior to each payment by the Government on account of the increase with respect to the Project Capital Grant provided for in Section 3 hereof, respectively, the Local Public Agency shall have:

(a) Filed with the Administrator its requisition therefor, on a form prescribed by the Administrator; and

(b) Complied with all of the provisions of this Contract theretofore to be complied with by it.

SEC. 503. ADVANCE OR PROGRESS PAYMENTS

Under or subject to such conditions as the Government may, in writing, specify which are not inconsistent with applicable law, the Government may, in its discretion, make advance or progress payments to the Local Public Agency on account of the Project Capital Grant or on account of the increase with respect to the Project Capital Grant provided for in Section 3 hereof at such time or times prior to the completion of the Project and the final determination of Net Project Cost as, in view of the status of the Project and the matters relative thereto, the Government may deem appropriate, but no such advance or progress payment will be made unless and until the Local Public Agency shall have filed its written request with the Administrator for such advance or progress payment.

ARTICLE VI -- MISCELLANEOUS PROVISIONS

SEC. 601. MEETING REQUIREMENTS OF STATE OR OTHER LAW

In the event that any election, referendum, permit, approval, notice or other proceeding or authorization is requisite under applicable law in order for the Local Public Agency to undertake this Contract, or the Project, or to observe, assume or carry out, in accordance with this Contract, any of the provisions hereof to be observed, assumed or carried out by it, the Local Public Agency will initiate and consummate, as provided by law, all actions necessary to be initiated and consummated by it with respect to any such matter so requisite.

SEC. 602. INTEREST OF CERTAIN FEDERAL OFFICIALS

No Member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

SEC. 603. INTEREST OF LOCAL PUBLIC AGENCY PERSONNEL AND OTHER LOCAL PUBLIC OFFICIALS

(A) Local Public Agency Personnel. -- The Local Public Agency will adopt and enforce measures appropriate to assure that no member of its governing body and no other officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Urban Renewal Area, or in any contract or proposed contract in connection with the undertaking of the Project. If any such member, officer or employee presently owns or controls, or in the future involuntarily acquires, any such personal interest, he shall immediately disclose such interest to the Local Public Agency. Upon such disclosure such member, officer or employee shall not participate in any action by the Local Public Agency affecting the undertaking of the Project unless the Local Public Agency shall determine that, in the light of such personal interest, the participation of such member in any such action would not be contrary to the public interest. The Local Public Agency will promptly advise the Administrator of the facts and circumstances concerning any disclosure of interest made to it pursuant to this subsection.

(B) Other Local Public Officials. -- The Local Public Agency will adopt and enforce measures appropriate to assure that no member of the governing body of the locality in which the Urban Renewal Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Urban Renewal Area, or in any contract or proposed contract in connection with the undertaking of the Project.

SEC. 604. INDIVIDUAL LIABILITY OF LOCAL PUBLIC AGENCY PERSONNEL

No member of the Local Public Agency's own governing body, and no other officer of the Local Public Agency, shall be individually and personally liable on any obligation assumed by the Local Public Agency by this Contract.

SEC. 605. BONUS, COMMISSION OR FEE

The Local Public Agency will not pay any bonus, commission or fee for the purpose of obtaining the Administrator's approval of its application for the Federal financial assistance provided for herein, or any other approval or concurrence by the Administrator which may be necessary under this Contract.

SEC. 606. CLAIMS AGAINST GOVERNMENT BY THIRD PERSONS

Nothing contained in this Contract shall create or justify any claim against the Government by any third person with whom the Local Public Agency may have contracted or may contract relative to any land or any Local Grant-in-Aid or for the purchase of materials, supplies or equipment or the furnishing or performance of any work or services with respect to the Project or any other projects.

SEC. 607. GOVERNMENT'S OBLIGATION TO ENTER INTO OTHER CONTRACTS

Neither this Contract nor any acts in pursuance of this Contract shall obligate the Government to enter into any contract for other or additional Federal financial assistance in connection with the Project or in connection with any other project, it being expressly understood that the Government will, in its sole discretion, determine whether any such contract shall be executed.

SEC. 608. PROVISIONS CONCERNING CERTAIN WAIVERS

Subject to applicable Federal law, any right or remedy which the Government may have under this Contract may be waived in writing by the Government by a formal waiver and either with or without the execution of an amendatory or supplementary agreement, if, in the judgment of the Government, this Contract, as so modified, will still conform to the provisions and requirements of applicable laws.

SEC. 609. NOTICES

Any notice permitted or required under the provisions of this Contract to be given or served by the Administrator or by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on behalf of the party giving or serving the same.

SEC. 610. USE OF CERTAIN TERMS

Except where the context clearly indicates otherwise, the following terms, as used in this Contract, shall have the following meanings:

(1) The capitalized term, "Administrator", means the Housing and Home Finance Administrator, Housing and Home Finance Agency, or other person who may be at the time acting in such capacity or authorized to perform the functions of such Administrator, or the authorized representative thereof, or any other person otherwise authorized to perform the functions to be performed hereunder by the Administrator as that term is used in this Contract;

(2) The capitalized term, "State", includes the several States, the District of Columbia, the Commonwealth of Puerto Rico, and the Territories and possessions of the United States;

(3) The capitalized term, "Project Land", means land situated in the Urban Renewal Area of the Project covered by this Contract, which is acquired or held by the Local Public Agency as a part of the Project in accordance with the Urban Renewal Plan for the Project;

(4) The term, "land", whether capitalized or not, is used in its broadest accepted legal sense and, without limiting the generality of such meaning of the term, means any real property, including improved or unimproved land, franchises, easements, rights-of-way, structures, improvements, incorporeal hereditaments, estates, and other rights in land, legal or equitable or otherwise;

(5) The term, "Title I", means Title I of the Housing Act of 1949 as amended by all amendatory acts;

(6) The terms, "slum clearance and redevelopment" and "rehabilitation or conservation", respectively, are used in the same sense as used or defined in Section 110(c) of Title I;

(7) The uncapitalized terms, "urban renewal project", and "fair value", respectively, are used in the same sense as used or defined in Section 110(c) of Title I;

(8) The uncapitalized term, "advance", is used in the same sense as used in Title I;

(9) The terms, "development of the Project", and "work on the Project", respectively, mean Project work as distinguished from: (i) non-cash Local Grant-in-Aid work; and (ii) work by a redeveloper, in his capacity as such, which is referred to in subsections (H) and (I) of Section 106 hereof;

(10) The uncapitalized terms, "hereof", "hereon", "hereunder", and "hereby", and compounds thereof, shall be construed as referring to this Contract generally and not merely to the particular Part, Article, Section, subsection or paragraph in which they occur;

(11) The capitalized term, "Interim Cash Local Grant-in-Aid", means a Local Grant-in-Aid in the form of cash which is actually made with respect to the Project prior to the final determination of Gross Project Cost and Net Project Cost and which is for expenditure by the Local Public Agency for items properly constituting a part of Item I of Gross Project Cost in conformity with this Contract;

(12) The capitalized term, "Deficiency Cash Local Grant-in-Aid", means a Local Grant-in-Aid in the form of cash which is actually made with respect to the Project after the final determination of Gross Project Cost and Net Project Cost and which is for deposit only in the Project Temporary Loan Repayment Fund for the uses of said Fund;

(13) The capitalized term, "Contract", means this Contract executed by and between the Local Public Agency and the Government and consisting of Parts I and II;

(14) The uncapitalized term, "redevelopment", and derivatives thereof, are used in the same sense as defined in Section 110(c) of Title I; and

(15) The uncapitalized term "educational institution" means any educational institution of higher learning, including any public or private educational institution no part of the net earnings of which inures to the benefit of any private shareholder or individual.

SEC. 611. MATTERS TO BE DISREGARDED

The titles of the several Articles, Sections, subsections, and paragraphs as set forth in this Contract, and the Table of Contents, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

SEC. 612. HOW CONTRACT AFFECTED BY PROVISIONS BEING HELD INVALID

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Title I and other applicable laws and of applicable Federal regulations.

SEC. 613. FINALITY OF APPROVALS

Where, pursuant to the provisions of this Contract, any document of or proposed action by the Local Public Agency has been or is duly submitted by it to the Government or the Administrator and the Local Public Agency has been duly notified in writing by the Government or the Administrator, accordingly as may be appropriate, to the effect that the same is approved, concurred in, or is satisfactory, such determination shall, for the purposes of this Contract, be deemed to be a final determination by the Government or the Administrator with respect to such particular document or proposed action.

E-266

LIST OF DEFINED TERMS

Capitalized Terms

"Administrator"	Part II, Page 31
"Certificate of Completion and of Gross and Net Project Costs"	Part II, Page 27
"Contract"	Part I, Page 1 and Part II, Page 32
"Deficiency Cash Local Grant-in-Aid"	Part II, Page 32
"Estimate of Gross and Net Project Costs"	Part II, Page 7
"Government"	Part I, Page 1
"Gross Project Cost"	Part II, Page 5
"Interim Cash Local Grant-in-Aid	Part II, Page 32
"Item I of Gross Project Cost"	Part II, Page 7
"Local Grant-in-Aid"	Part II, Page 25
"Local Public Agency"	Part I, Page 1
"Net Project Cost"	Part II, Page 7
"Project"	Part I, Page 1
"Project Capital Grant"	Part I, Page 1
"Project Expenditures Account"	Part II, Page 22
"Project Expenditures Budget"	Part II, Page 8
"Project Land"	Part II, Page 32
"Project Public Hearing"	Part II, Page 20
"Project Receipts Account"	Part II, Page 23
"Relocation Plans"	Part II, Page 1
"State"	Part II, Page 31
"Title I"	Part I, Page 1 and Part II, Page 32
"Urban Renewal Area"	Part I, Page 1
"Urban Renewal Plan"	Part II, Page 1

Uncapitalized Terms

"advance" . . . . . Part II, Page 32
"development of the Project" . . . . . Part II, Page 32
"educational institution" . . . . . Part II, Page 33
"fair value" . . . . . Part II, Page 32
"fixed fee" . . . . . Part I, Page 2
"hereby" . . . . . Part II, Page 32
"hereof" . . . . . Part II, Page 32
"hereon" . . . . . Part II, Page 32
"hereunder" . . . . . Part II, Page 32
"project on a two-thirds capital grant basis" . . . . . Part I, Page 1
"redevelopment" and derivatives thereof . . . . . Part II, Page 33
"rehabilitation or conservation" . . . . . Part I, Page 3
"relocation payments" . . . . . Part I, Page 2
"slum clearance and redevelopment" . . . . . Part I, Page 3
"urban renewal project" . . . . . Part II, Page 32
"work on the Project" . . . . . Part II, Page 32

Whether Capitalized or Not

"Land" . . . . . Part II, Page 32

E-268

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SECOND AMENDATORY CONTRACT
AMENDING CAPITAL GRANT CONTRACT NO. N.Y. R-43(G)

THIS Second Amendatory Contract, made and entered into on the date hereinbelow specified, by and between The City of New York (herein called the "Local Public Agency") and the United States of America (herein called the "Government"), WITNESSETH:

WHEREAS the Parties hereto entered into that certain Capital Grant Contract No. N.Y. R-43(G), dated the 30th day of January, 1963, as heretofore amended (herein called the "Existing Contract"), and the Parties now desire to further amend the Existing Contract:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and in the Existing Contract, the Parties hereto agree as follows:

1. The Existing Contract is hereby further amended as follows:

A. By deleting from Section 2(d), Part I thereof the amount "Eighteen Million Four Hundred Twelve Thousand Eight Hundred Ninety One Dollars ($18,412,891)" and inserting in lieu thereof the amount "Thirty Four Million Five Hundred Eleven Thousand Two Hundred Forty Two Dollars ($34,511,242)."

B. By deleting from Section 3(a), Part I thereof the amount "One Million Eighty One Thousand Four Hundred Sixty Dollars ($1,081,460)" and inserting in lieu thereof the amount "One Million Three Hundred Thirty Three Thousand Seven Hundred Fifty Dollars ($1,333,750)".

C. By deleting from Section 4, Part I thereof the amount "Two Hundred Three Thousand Two Hundred Ninety Three Dollars ($203,293)" and inserting in lieu thereof the amount "Three Hundred Ten Thousand One Hundred Thirty Five Dollars ($310,135)."

2. The Existing Contract is hereby further amended by the incorporation of the provisions of Exhibit "B" attached hereto and made a part hereof.

3. The Existing Contract is further amended as follows:

A. By substituting in the first proviso of Section 105(A)(1)(b) the words "Section 107(b)" for the words "Section 107" or "Section 107(a)", as the case may be.

(B) By the incorporation of the provisions of Exhibit "C" attached hereto and made a part hereof.

(C) By deleting Section 107(G) and substituting therefor the following:

"(G) Inapplicability of Requirements of Foregoing Subsections to Certain Items. — The requirements of subsections (A) through (F) of this Section (except where otherwise provided in subsection (A)(13) shall not apply to: (1) non-cash Local Grant-in-Aid work, including materials, equipment, supplies, or services forming a part of the cost of a non-cash Local Grant-In-Aid, or to contracts for such work, materials, equipment, supplies, or services, or (2) work by a redeveloper, in his capacity as such, which is referred to in subsections (H) and (I) of Section 106 hereof, including materials, equipment, supplies, or services forming a part of such work, or to contracts for such work, materials, equipment, supplies, or services."

4. Unless otherwise indicated, all provisions hereby authorized are effective on the date of this Amendatory Contract.

IN WITNESS WHEREOF, the Local Public Agency has caused this Amendatory Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf on the 4th day of May 1966.

/SEAL/

CITY OF NEW YORK

By /s/ Robert Price
Deputy Mayor

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

ATTEST:

/s/ Herman Katz
City Clerk

By /s/ Robert W. Laplante
Regional Director of Urban Renewal
Region I

Approved as to form

/s/ J. Lee Rankin
Corporation Counsel

E-270

Exhibit "C"

Project No. N.Y. R-43

3. The Existing Contract is further amended as follows:

(a) By deleting from Section 3(a) the words "Section 106(f) of".

(b) By deleting Section 5 and substituting therefor the following:

"SEC. 5. The Project. — The Project (designated Project No. N.Y. R-43) includes all undertakings and activities of the Local Public Agency in the Urban Renewal Area, in accordance with the Urban Renewal Plan, for the elimination and for the prevention of the development or spread of slums and blight, and involves slum clearnace and redevelopment or rehabilitation or conservation, in the Urban Renewal Area and in accordance with and as contemplated by the Urban Renewal Plan. Such undertakings and activities may include, in accordance with and to the extent contemplated by the Urban Renewal Plan:

(a) Acquisition by the Local Public Agency of land in the Urban Renewal Area;

(b) Demolition and removal by the Local Public Agency of buildings and improvements on Project land;

(c) Installation, construction, or reconstruction by the Local Public Agency, in the Urban Renewal Area, of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the Urban Renewal Area the urban renewal objectives of Title I in accordance with the Urban Renewal Plan;

E-271

(d) Disposition by the Local Public Agency of Project Land acquired by it (including sale, leasing, or retention thereof by the Local Public Agency itself) at its fair value for uses in accordance with the Urban Renewal Plan;

(e) Carrying out by the Local Public Agency of plans for programs of code enforcement or voluntary repair and rehabilitation of buildings or other improvements in the Urban Renewal Area in accordance with the Urban Renewal Plan;

(f) Acquisition by the Local Public Agency of any real property in the Urban Renewal Area where necessary to eliminate unhealthful, insanitary, or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities;

(g) Construction of foundations and platforms necessary for the provision on air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income;

(h) Acquisition, and repair or rehabilitation for guidance purposes, and resale by the Local Public Agency, of structures which are located in the Urban Renewal Area and which, under the Urban Renewal Plan, are to be repaired or rehabilitated for dwelling use or related facilities;

(i) Carrying out a plan of relocation of displaced individuals, families, and business concerns; and

(j) Relocating within the Urban Renewal Area of a structure which the Local Public Agency determines to be of historic value and which will be disposed of to a public body or a private nonprofit organization which will renovate and maintain such structures for historic purposes;

Provided, That the Project shall not include or involve any undertakings or acitivities which have not theretofore been approved by the Administrator as being in conformity with the approved application for the Federal financial aid provided for herein, the Urban Renewal Plan, the applicable provisions of Title I, and the applicable provisions of this Contract; Provided further, That the Project shall not include the construction or improvement of any building, except as provided in subsection (g), (h) and (j) of this Section."

(c) By deleting subsections (F) and (G) of Section 106 and substituting therefor the following:

"(F) Payment for Project Land Made Available for housing for Moderate-Income Families or Low-Rent Housing. -- If any Project is made available by the Local Public Agency to (1) a limited dividend corporation, nonprofit corporation or association, cooperative, or public body or agency, or (2) a purchaser who would be eligible for a mortgage insured under Section 221(d)(3) or (4) of the National Housing Act, for use in the provision of new or rehabilitated rental or cooperative housing for occupancy by families or individuals of moderate income, it shall be made available for purchase at its fair value for such use by such purchaser. If any Project Land is made available by the Local Public Agency to a public housing agency for a low-rent housing project assisted under the United States Housing Act of 1937, or under a State or local program found by the Administrator to have the same general purposes as the Federal program under such Act, it shall be made available at a price equal to its fair value as determined in accordance with the preceding sentence."

"(G) Payment for Project Land Retained by Local Public Agency, Including Low-Rent Housing and Housing for Moderate-Income Families. -- If any Project Land is to be retained by the Local Public Agency for uses in accordance withthe Urban Renewal Plan, it shall transfer to the Project Receipts Account, from other appropriate funds (which shall not include funds in or belonging to the Project Expenditures Account) of the Local Public Agency, as compensation for such Project Land, an amount in cash not less than the total capital value imputed thereto in conformity herewith: Provided, That if the Local Public Agency is also the Public Housing Agency and retains Project Land for a low-rent housing project of the type described in subsection (F) of this Section, or if the Local Public Agency retains Project Land for use by it in the provision of new or rehabilitated rental or cooperative housing for occupancy by families or individuals of moderate income, the amount transferred to the Project Receipts Account shall in either case be computed in accordance with the provisions of the first sentence of subsection (F). Upon, but not before, such transfer of funds, such Project Land shall be deemed, for the purpose of this Contract, to be so retained by it."

(d) By deleting Section 107(A)(13) and substituting therefor the following:

"(13) Equal Employment Opportunity-----

(a) Activities and Contracts Not Subject to Executive Order 11246.--- In the carrying out of the Project, the Local Public Agency will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Local Public Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Local Public Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Local Public Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Local Public Agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin. The Local Public Agency will incorporate the foregoing requirements of this subparagraph (a) in all of its contracts for Project work, except contracts governed by subparagraph (b) of this Section 107(a)(13) and contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for Project work.

(b) Contracts Subject to Executive Order 11246.--- The Local Public Agency will incorporate or cause to be incorporated into any contract for construction or modification thereof which is governed by Executive Order 11246, and the rules and regulations of the Secretary of Labor pursuant thereto, the following provisions, altered only to reflect the proper identity of the parties:

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination.

E-274

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representatives of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Local Public Agency, advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the Local Public Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Public Agency may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Local Public Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(c) Definition -- Contract for Construction. -- As used in this Section 107(A)(13), "contract for construction" means any contract or agreement for demolition, site clearance, site preparation, or rehabilitation demonstration, work, any contract for the disposition of Project Land, and any contract for construction on Project Land retained by the Local Public Agency.

(d) Enforcement Obligations of Local Public Agency. -- The Local Public Agency will assist and cooperate actively with the Secretary of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the provisions set forth is subparagraph (b) and with the rules, regulations, and relevant orders of the Secretary of Labor and will obtain and furnish to the Secretary of Housing and Urban Development and to the Secretary of Labor such information as they may require for the supervision of such compliance. The Local Public Agency will enforce the obligations of the contractors and subcontractors under such provisions, rules, regulations, and orders and will carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor of the Secretary of Housing and Urban Development. The Local Public Agency will refrain from entering into any contract subject to Executive Order 11246 or extension or other modification of such a contract with a contractor who has been debarred from Government contracts and federally assisted construction contracts under Part II, Subpart D, of Executive Order 11246, or who has not demonstrated his eligibility for such contracts as provided in Part II of Executive Order 11246. In the event the Local Public Agency agrees that the Government (i) may cancel, terminate, or suspend this Contract in whole or in part, (ii) may refrain from extending any further assistance under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Local Public Agency, or (iii) may refer the case to the Department of Justice for appropriate legal proceedings.

(e) By adding the following subsection to Section 107(A):

"(23) Contract Work Hours Standards Act - Overtime Compensations— Each contract which is let by the Local Public Agency, calling for work on the Project which may require or involve the employment of laborers or mechanics, including watchmen and guards, except such laborers or mechanics who are employees of municipalities or other local public bodies, is subject to Title I, Work Hours Act of 1962, (cited as the Contract Work Hours Standards Act), Public Law 87-581, 87th Congress, approved August 13, 1962, and to all regulations, rulings, and interpretations (including any amendments or modifications thereof) issued pursuant thereto by the Secretary of Labor of the United

E-276

States, and the Local Public Agency shall observe and abide by said satutes and said regulations, rulings, and interpretations. The Local Public Agency shall incorporate in each contract entered into by it which may require the employment of such laborers or mechanics, the following:

"CONTRACT WORK HOURS STANDARDS ACT --- OVERTIME COMPENSATION"

"a. Overtime requirements. -- No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any such calendar day or in excess of forty hours in any such workweek, as the case may be."

(f) By deleting Section 301(D).

(g) By the deletion of the present Section 406 and substituting therefore the following:

"Section 406. LOCAL FUNDS CONSTITUTING LOCAL GRANTS-IN-AID -- The interest on funds, borrowed from the City of New York, for this project to be allowed as a project cost, shall be in accordance with Section 110(e) of the Housing Act of 1949, as amended, and shall be computed at an interest rate as determined by the Secretary."

E-277

SCHEDULE A-2

CONTRACT

FOR

STATE CAPITAL GRANT

BETWEEN

THE CITY OF NEW YORK

AND

THE STATE OF NEW YORK

Project NYSUR-28 (NYR-43)

Date: ~~April~~ July 11, 1963

E-278

CONTRACT FOR STATE CAPITAL GRANT

BETWEEN

THE CITY OF NEW YORK AND THE STATE OF NEW YORK

Project NYSUR-28 (NYR-43)

AGREEMENT made the 11 day of July, 1963 between the STATE OF NEW YORK, hereinafter referred to as the "State", acting by and through the State Commissioner of Housing and Community Renewal, hereinafter referred to as the "Commissioner", pursuant to and by virtue of Chapter 402 of the Laws of 1961, hereinafter referred to as the "Act", and the CITY OF NEW YORK, a municipal corporation of the State of New York, hereinafter called the "Municipality".

W I T N E S S E T H

WHEREAS, the Municipality proposes to effectuate a program, hereinafter called the "Project", for the clearance, replanning, reconstruction and rehabilitation of substandard, deteriorated and insanitary areas of such Municipality and for recreational and other facilities incidental or appurtenant thereto, pursuant to and in accordance with Article XVIII of the Constitution of the State of New York and Article 15 of the General Municipal Law and as authorized by, and to effectuate the purpose of, Title I of the Federal Housing Act of 1949 and all federal laws amendatory and supplemental thereto; and

WHEREAS, the said substandard and insanitary areas are situated in the City of New York, Borough of Manhattan, and are bounded as follows:

E-279

BEGINNING at the intersection of the eastern line of Central Park West with the southern line of W. 97th Street as extended; thence westerly along the southern line of W. 97th Street as extended and the southern line of W. 97th Street to the western line of Amsterdam Avenue; thence southerly along the western line of Amsterdam Avenue to the southern line of W. 87th Street; thence easterly along the southern line of W. 87th Street and said line extended to the eastern line of Central Park West; thence northerly along the eastern line of Central Park West to the point of BEGINNING.

in the said Municipality, and the said project is more fully described in the Application of the Municipality for State financial assistance herein, dated March 11, 1963, filed with and approved by the Commissioner and designated as Project No. NYSUR-28 (NYR-43), which Application is hereby made a part of this Agreement with the same force and effect as if fully set forth herein; and

WHEREAS, in accordance with the Act, the Commissioner has found that:

(a) The Municipality has, subsequent to December 31, 1960, entered into a contract with the Federal government for a capital grant for the purpose of establishing and carrying out a program of urban renewal under which the Municipality is obligated to make local grants-in-aid;

(b) the State Capital Grant for which application is made will not exceed one-half of the Municipality's share of the net cost of the urban renewal project;

(c) the estimated funds available to the Municipality, including any federal loans and grants for the urban renewal program, the local grants-in-aid and the State Capital Grant will be sufficient to cover all probable costs of the program;

(d) adequate provision has been made in a relocation program to provide housing for the persons and families to be displaced by the urban renewal program;

(e) the said program is in conformity with a plan or undertaking for the clearance, replanning, reconstruction and rehabilitation of substandard and insanitary areas and for recreational and other facilities incidental or appurtenant thereto; which program, embodying

the plans, layout, estimated cost schedule and timetable of operations and proposed method of financing has been filed with an approval by the Commissioner; and

WHEREAS, the parties hereto recognize and agree that it is to the advantage of the municipality and of its inhabitants that it should aid in the accomplishment of the project by contributing thereto, financially and otherwise, as described in the said Application and more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1.

(a) Subject to the terms hereinafter stated, the State agrees to make to the Municipality a State Capital Grant in the sum of THREE MILLION EIGHT HUNDRED ELEVEN THOUSAND EIGHT HUNDRED AND NINETY-ONE DOLLARS ($3,811,891.00), which said sum is not in excess of one-half of the Municipality's share of the net cost of the urban renewal project.

(b) If the State Capital Grant herein shall, at such time as the final net cost of the project is determined, exceed the statutory limitation thereon, the parties hereto agree that this Agreement shall be and the same hereby is retroactively amended to the date hereof so that the State Capital Grant herein shall be equal to one-half the Municipality's share of the net project cost of the project; and, in such event, the Municipality agrees to repay and refund to the State any advances theretofore received in excess of the amount of the State Capital Grant herein.

URCG
NYC
1/63

Section 2.

(a) The Municipality shall not receive any part of or advance on the State Capital Grant provided herein unless and until:

(1) the Urban Renewal Plan has been approved by the governing body of such Municipality.

(2) the project set forth in such Plan has been certified as eligible for federal assistance by the appropriate Federal agency.

(3) the governing body and the Comptroller of the Municipality, or in a Municipality having no Comptroller, the chief financial officer of such Municipality, have attached their separate approvals to this contract.

(b) (1) Subject to the above conditions the Municipality may, at any time after the effective date of this contract, request the Commissioner to approve advances on account of the State Capital Grant herein. The requisition for such advance must be accompanied by a progress report and cost statement covering the operations and activities of the Municipality in connection with the project to the date of the requisition. The Commissioner may also require a certificate of purpose, in which shall appear in reasonable detail the purposes for which such advance shall be used, and such other documents, evidences of indebtedness or information as he deems necessary.

(2) Such advances as shall from time to time be approved by the Commissioner shall be paid to the Municipality upon warrant of the State Comptroller after audit by him of vouchers thereof, executed by the Municipality in such form as he may require.

(3) Unless the total advances made pursuant to (1) and (2) above shall equal the amount of the State Capital Grant herein, the difference between such total and the grant amount shall be paid over to

E-283

URCG
NYC
1/63

the Municipality upon approval of its "Certificate of Completion and of Gross and Net Project Cost" by the Housing and Home Finance Agency and by the Commissioner.

Section 3. The Municipality represents, warrants and agrees that:

(a) None of the terms or conditions of this Agreement is in violation of its Charter, Code, laws or ordinances, and the execution and delivery of this Agreement has been duly authorized by the governing body and chief financial officer thereof.

(b) The proceeds of the State Capital Grant hereunder, together with any federal loans and grants, and the requisite local grants-in-aid, shall be used as promptly as possible for the purposes hereinabove and hereinafter set forth, and the approved Urban Renewal Plan shall be accomplished within the time specified in the approved Application; any extension of such time being invalid unless with the prior approval of the Commissioner and the Federal government.

(c) It will submit periodic progress reports and cost statements covering its operations and activities in connection with the project at designated stages, and at such other time or times and in such form as the Commissioner shall prescribe.

(d) It will set up a separate, full and accurate account or accounts, in such manner as shall be approved by the Commissioner, for the funds received and disbursed under this Agreement, and will maintain the same, together with all other books and records pertaining thereto and to the project hereunder, separate and apart from other municipal accounts and records and available to the Commissioner, or his duly authorized representative, at all times during the progress of the project, for review and audit.

IRCG
NYC
1/63

E-284

(e) Payments from the above account or accounts shall be made only for such purposes as set forth in the plan and Application, filed with and approved by the Commissioner and, in addition to the periodic progress reports called for in its schedule and timetable of operation; the Municipality shall furnish such additional reports and statements in such detail and at such time as the Commissioner shall require with reference to the said accounts, books or records, or with reference to the progress or development of the project, and shall permit the Commissioner, or his duly authorized representative, to inspect and to make such excerpts or transcripts from such accounts, books or records as he may deem necessary or advisable.

(f) Any and all obligations of the Municipality under its approved Application or under the Urban Renewal Plan, and any and all actions to be performed by the Municipality under the said Application and/or Plan are hereby made a part of this Agreement as if fully set forth herein, and are thereby also obligations and actions binding upon the Municipality under this Agreement. The Municipality agrees to develop and complete all its obligations under the provisions of the Urban Renewal Plan, in accordance with the approved Application and subject to the supervision of the Federal government and the State Division of Housing and Community Renewal as to scope, sequence and performance. Any changes made in the Urban Renewal Plan shall be filed with and subject to the approval of the Commissioner.

(g) The full faith and credit of the Municipality is hereby pledged for such obligations as it assumes hereunder and all further obligations assumed or incurred by it in connection with or furtherance of the project.

(h) All contracts heretofore approved by the Federal government shall be filed with the Commissioner within 30 days after execution and delivery of this Capital Grant Contract. Thereafter all federally approved contracts shall be filed with the Commissioner within 5 days after execution subject to

URCG
NYC
1/63

his disapproval within 10 days after such submission. All contracts let in pursuance of the Plan shall be let in accordance with current requirements of local law and ordinances for municipal contracts.

(i) No contract of sale of all or any part of the urban renewal area above described, or for the development thereof, shall be entered into in violation of or contrary to the Urban Renewal Plan, except with the prior written approval of the Commissioner and of the Federal government.

(j) No municipal official or employee shall acquire or hold any interest, direct or indirect, in the project or in any real property included or planned to be included in such program. If any such interest is so held, then it must be disclosed to the Federal and State agency or agencies having supervision over this project. No municipal officer or employee shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with the project.

(k) In the event of any claim, action or proceeding against or affecting the project contemplated by this Agreement, the Commissioner shall be given prompt notice thereof, with the understanding that he shall take such steps in such action or proceedings as may be necessary or desirable to protect the public interest, including, but not limited to, the intervention by the Commissioner in any such action or proceedings as a matter of right.

(l) The Municipality will retain in force and protect its contract rights in connection with the development and completion of the project and will continue such contracts in full force and effect without any modifications thereof except as approved by the Commissioner.

URCG
NYC
1/63

(m) Under no circumstances will the Municipality cause or permit unnecessary or unreasonable delay in the progress of the project or in the performance of the duties and obligations on its part to be performed under this Agreement.

(n) No use will be made or permitted of the monies provided herein, or of the land or improvements resulting therefrom, contrary to the terms and conditions of this Agreement, without the prior written approval of the Commissioner and, under no circumstances, will any such use be made of such monies, land or improvements contrary to the limitations and restrictions provided by applicable law.

(o) Any Deed of Conveyance or lease executed by the municipality for the sale, lease or development of all or part of the project area shall contain covenants on the part of the grantee or lessee for itself, its successors and assigns of the land conveyed or leased or any part thereof, which covenants shall be covenants running with the land, to effectuate the following:

> "(d) A covenant that the grantee, its successors and assigns of the land conveyed or any part thereof and any lessee of the land conveyed or any part thereof will not and shall not effect or execute any agreement, lease, conveyance, or other instrument whereby said land or any part thereof is restricted upon the basis of race, creed, color, national origin or ancestry in the sale, lease or occupancy thereof.
>
> A covenant that the grantee, its successors and assigns of the land conveyed or any part thereof and any lessee of the land conveyed or any part thereof will comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease or occupancy of the property."

URCG
NYC
1/63

Section 4.

If, in the opinion of the Commissioner, the Municipality has failed to fulfill in any material way the covenants and provisions of this Agreement or the statutory limitations under which this grant is made, the Commissioner will notify the Municipality, in writing, stating in what respects the Municipality has failed in its obligation. If the Municipality has not remedied or taken adequate steps to remedy the conditions complained of after due opportunity has been had to be heard, and not less than ninety (90) days after such notification, the Commissioner may find and declare that there has been a substantial breach of this Agreement.

Section 5.

The Commissioner shall have the discretion to determine what acts or omissions of a Municipality shall constitute a substantial breach under this Agreement. Such acts or omissions shall include but are not limited to the following:

(a) any default in the observance or performance of any obligation, covenant, term, condition or duty contained herein, or contained in the contract of the Municipality with the Federal government, or in the approved Application and/or Plan, or with reference to the statutory limitations under which this grant is made;

(b) the giving of any statement, certificate or representation in or pursuant to this Agreement, the Application or the Plan, which contains a material misrepresentation;

(c) unreasonable or unnecessary delay in the furtherance of the urban renewal program herein and/or in the completion of the Plan, the reasonableness or necessity of any such delay being within the discretion of the Commissioner;

(d) alteration, amendment or change of any kind in the Urban Renewal Plan without prior written approval of the Commissioner;

(e) any use of the monies provided herein, or of the land and/or improvements within the above-described substandard and insanitary areas, contrary to the terms and conditions of this Agreement, without the prior written approval of the Commissioner, or any such use contrary to the limitations and restrictions provided by law with reference thereto.

Section 6. A substantial breach of this Agreement may, at the discretion of the Commissioner, result in:

(a) termination of this Agreement;

(b) repayment of any and all advances made by the State to the Municipality on account of the State Capital Grant herein;

(c) postponement, reduction or cancellation of the obligation of the State to make the State Capital Grant hereinabove set forth;

(d) any and all other acts or things which the Commissioner may deem necessary, convenient or expedient to protect the State's interest herein and in the project, to the fullest extent permitted by law.

Section 7.

The Commissioner may charge, and the Municipality hereby agrees to pay, a fee not in excess of one-half of one percent (1/2%) of the amount of the grant herein, for regulation, supervision and audit of the project.

URCG
NYC
1/63

The fee for such services shall be payable by the Municipality to the State upon receipt by the Municipality of the State Capital Grant herein or upon receipt of advances thereon in an amount in excess of such one-half of one percent (1/2%).

Section 8.

The execution of this Agreement by the parties hereto, together with the approval of the local governing body, evidenced by its resolution attached hereto, shall constitute evidence of the final approval of the Urban Renewal Plan and the Agreement as required by law.

Section 9.

If there be any conflict between the approved Application and this Agreement, the provisions of this Agreement shall govern.

Section 10.

If any part of this Agreement shall be declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

Section 11.

The parties hereto may, at any time hereafter, modify this Agreement in writing. It shall not, however, be deemed modified by an act of either of the parties except by any agreement in writing executed by the parties hereto, and approved by the Attorney General and the Comptroller of the State of New York, in the same form and manner as this Agreement.

E-290

IN WITNESS WHEREOF, the CITY OF NEW YORK and the STATE OF NEW YORK have respectively caused this Contract to be duly executed as of the day and year first above written.

ATTEST

Clerk of City of New York

CITY OF NEW YORK

By
Executive Officer

Abraham D Beame
Fiscal Officer-
City of New York

Lee A Larkin
Legal Officer-
City of New York

ATTEST

Counsel
New York State Division of
Housing and Community Renewal

STATE OF NEW YORK

By
Commissioner of Housing and
Community Renewal

APPROVED AS TO FORM:

Louis J. Lefkowitz

Attorney General - State of
New York

By
Asst. Atty. Gen.

APPROVED:

For the Comptroller - State of New York

APPROVED AS TO FORM
CORPORATION COUNSEL

E-291

FIRST AMENDATORY CONTRACT
AMENDING CONTRACT FOR STATE CAPITAL GRANT
FOR
PROJECT NO. NYSUR-28 (NYR-43)

This First Amendatory Contract, made and entered into on or as of the 19th day of October , 1967, between the CITY OF NEW YORK (hereinafter called "Municipality"), and the STATE OF NEW YORK (hereinafter called "State"), acting by and through the Commissioner of Housing and Community Renewal of the State of New York (hereinafter called "Commissioner").

W I T N E S S E T H:

WHEREAS, the Parties hereto have heretofore entered into a certain contract for a State Capital Grant to assist in the execution of Project No. NYSUR-28 (NYR-43), dated July 11, 1963 (hereinafter called "Existing State Contract"), which Existing State Contract was based upon a Capital Grant Contract No. N.Y.R-43 (G), dated January 30, 1963, between the Municipality and the United States of America, on a one-third (1/3), two-thirds (2/3) basis, respectively; and

WHEREAS, the estimated gross cost of the said project, as set forth in a Second Amendatory Contract Amending Capital Grant Contract No. N.Y.R-43 (G) dated May 4, 1966, between the Municipality and the United States of America, is increased and the ratio of contribution not having been changed from one-third (1/3), two-thirds (2/3) basis; and

E-292

WHEREAS, an application having been made by the Municipality for an increase of THREE MILLION THREE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS ($3,369,952), in the amount of State financial assistance for said project, dated May 11, 1966, filed with and approved by the Commissioner, which Application is hereby made a part hereof with the same force and effect as if fully set forth herein; and

WHEREAS, the parties hereto desire to amend the Existing State Contract:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and in the Existing State Contract, the Parties hereto agree as follows:

The Existing State Contract is hereby amended:

1. by deleting from Section 1 thereof the amount of THREE MILLION EIGHT HUNDRED ELEVEN THOUSAND EIGHT HUNDRED NINETY-ONE DOLLARS ($3,811,891.), and inserting in lieu thereof the amount of SEVEN MILLION ONE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS ($7,181,843.) which said latter sum is not in excess of one-half of the net cost of the aforesaid Project to the municipality exclusive of any Federal aid or assistance.

2. by incorporating in Section 3 thereof the following:

(p) (1) The Municipality hereby agrees that it will incorporate or cause to be incorporated into any and every contract to effectuate this project, or any part thereof, or any modification of any such contract the following provisions altered only to reflect the proper identity of the parties:

"During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (h) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the Municipality as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin, and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses, or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request, that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

E-294

'(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

'(e) The contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General, Municipality, Commissioner of Housing and Community Renewal and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

'(f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Municipality upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner or Housing and Community Renewal, until he has satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses, and after a verified complaint has been filed with the Commission, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

'(g) If this contract is cancelled or terminated under clause (f), in addition to other rights of the Municipality provided in this contract upon its breach by the contractor, the contractor will hold the Municipality harmless against any additional expenses or costs incurred by the Municipality in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the Municipality may withhold payments from the contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

'(h) The contractor will include the provisions of clauses (a) through (g) in every subcontract or purchase order altered only to reflect the proper identity of the parties in such a manner that

such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State or New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Municipality may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Municipality, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.'

"As used herein, 'contract to effectuate this project' means any contract or agreement for demolition, site clearance, site preparation, or rehabilitation demonstration work, and any contract for the disposition of project land.

"(2) The Municipality will cooperate actively with the Commissioner of Housing and Community Renewal, the Attorney General, the Industrial Commissioner and the State Commission for Human Rights in obtaining the compliance of contractors and subcontractors with the provi ions of the non-discrimination clauses hereinabove set forth and with the rules, regulations and orders of the State Commission for Human Rights, and will obtain and furnish to the Commissioner of Housing and Community Renewal, the Attorney General, the Industrial Commissioner and the State Commission for Human Rights such information as they may require for the supervision of such compliance. The Municipality will enforce the obligations of contractors and subcontractors and carry out the sanctions and penalties for any violation of such obligations imposed by the State Commission for Human Rights, or the Commissioner of Housing and Community Renewal. In the event the Municipality fails or refuses to comply with its undertakings, the State grant may be cancelled, terminated or suspended in whole or in part, until satisfactory assurance of future compliance has been received."

E-296

IN WITNESS WHEREOF, the CITY OF NEW YORK and the STATE OF NEW YORK have respectively caused this First Amendatory Contract to be duly executed as of the day and year first above written.

ATTEST

/s/ Herman Katz
Clerk City of New York

City of New York

By /s/ John V. Lindsay
Mayor

APPROVED

/s/ Mario A. Procaccino
Comptroller - City of New York

Approved as to form:

/s/ Frederick Nathan
Acting Corporation Counsel - City of New York

ATTEST

/s/ William A. Conway
Counsel
New York State Division of
Housing and Community Renewal

State of New York

By /s/ James Wm. Gaynor
Commissioner of Housing
and Community Renewal

APPROVED AS TO FORM: 11/1/67

/s/ Louis J. Lefkowitz
Attorney General - State of New York

APPROVED: 11/27/67

/s/ M. P. Lanahan
For the Comptroller - State of New York

MSP:lc
Office of Community Development
2/26/68

E-297

SCHEDULE B

SCHEDULE OF RELOCATION PAYMENTS

Pursuant to Section V of the Relocation Manual for Urban Renewal of the Department of Relocation dated December 1966, and Schedule 4 of Board of Estimate Resolution adopted June 10, 1960 (Cal. No. 263).

1. Bonus Schedule to Relocation Tenants

a. Bonus: This benefit shall be paid to eligible tenants who find standard off-site accommodations on their own, rather than accept public or private housing made available by the Department of Relocation. Payment is based upon the number of rooms in the site apartment of the claimant:

1-3 rooms	$300
4 rooms	400
5 or more rooms	500

Eligible tenants who relocate from furnished rooming houses to standard apartments shall receive $300. Eligible tenants who relocate to rooming houses shall receive $100, without regard to the type or size of their site accommodations, provided that the rooming house is licensed by the Department of Buildings and that no more than two adults and no children under age 16 shall occupy the room. (Rooms that are licensed for single occupancy only shall not be considered "standard" for two person occupancy, and hence no Bonus may be paid for such occupancy.)

Where two or more families or elderly individuals share a dwelling unit, one Bonus only shall be paid to the tenant of record if the joint occupants relocate together. If separate relocation occurs, the benefit shall be divided on a room basis not to exceed the total Bonus allowed for that dwelling unit.

b. Relocation Allowance: This benefit is available to eligible tenants who relocate to public housing or to private accommodations made available by the Department of Relocation. The payment shall be equivalent to the last month's net rent in the site accommodations, with a maximum benefit of $125 (i.e., a tenant who paid less than $50 shall receive a $50 benefit). However, eligible tenants who were occupying furnished rooms in the project area will receive the minimum benefit without regard to the rent paid for the site accommodations.

2. Finder's Fee: To be paid to apartment house owner or agent who secured apartment which has recently been repainted and is in a present satisfactory condition.

Number of Rooms in Apartment	Payment not to exceed
1-3 -	$ 150.00
4 or more - - - - - - - - - - - - - - - - - - -	250.00
Special situations (upon written approval of Commissioner of Real Estate or his designated representative only) - - - - - - - -	300.00

E-298

REVISED SCHEDULE OF RELOCATION PAYMENTS

A. Moving Expenses

Tenants who own furniture have an option of

1) filing for actual, reasonable and necessary moving expenses (and in Urban Renewal, Direct Loss of Property), up to the sum of $200, by notifying our office in advance, and submitting bills substantiating the move with the claim form,

OR

2) filing for moving expense, without need for substantiating bills or prior notice, based on fixed schedule of payments as follows:

	New
1 - 1-1/2 rooms	$ 63.
2 - 2-1/2 "	88.
3 - 3-1/2 "	113.
4 - 4-1/2 "	131.
5 - 5-1/2 "	150.
6 - 6-1/2 "	169.
7 - 7-1/2 "	188.
8 - 8-1/2 "	200.
9 - 9-1/2 "	200.
10 or more rooms	200.

B. Bonus Schedules

Apts. Other Than Public Housing and Finders Fee	Public Housing or Finders Fee Apts.
1 thru 3 Rms. - $300.	$150.
4 " - 400.	200.
5 " - 500.	250.
6 " - 600.	300.
7 " - 700.	350.
8 or more- 800.	400.

Tenants relocating into standard furnished rooming house - $100.

C. Finders Fees Schedule

	New
1 thru 3 rooms	$150.
4 "	300.
5 "	400.
6 "	500.
7 "	600.
8 or more	700.

For standard furnished rooming houses - $50. per room.

E-299

SCHEDULE C-1

AMENDED URBAN RENEWAL PLAN
(Fourth Revision)

WEST SIDE URBAN RENEWAL AREA
Project No. N.Y. R-43

Submitted to:

Urban Renewal Administration
Department of Housing and Urban Development

By: The City of New York
Housing and Redevelopment Board

March, 1966

E-300

WEST SIDE URBAN RENEWAL AREA

PROJECT N.Y. R-43

THE CITY OF NEW YORK

HOUSING AND REDEVELOPMENT BOARD

AMENDED URBAN RENEWAL PLAN
(Fourth Revision)

Code No. R-213

A. Table of Contents

Text

B. Description of Project

1. Boundaries of the Urban Renewal Area
2. Types of proposed Renewal Actions

C. Land Use Plan

1. Land Use Map
2. Land Use Provisions and Building Requirements

D. Project Proposals

1. Land Acquisition
2. Rehabilitation and Conservation
3. Redeveloper's Obligations

E. Other Provisions Necessary to Meet State and Local Requirements

F. Procedure for Changes in Approved Plan

G. Minor Changes

E-301

MAPS

Map 1 - Urban Renewal Area Boundary and Land Acquisition Map: dated 10/60, revised 3/66
Map 2 - Land Use Map; dated 10/60, revised 3/66
Map 3 - Redevelopment Areas Land Use Map; dated 10/60 revised 3/66
Map 5 - Rehabilitation Areas Map; dated 10/60, revised 3/66

EXHIBITS

Exhibit "A" - Definitions

Exhibit "B" - Tabulation of Real Properties to be Acquired for Clearance and Redevelopment

Exhibit "C" - General Standards and Controls for Rehabilitation

Exhibit "D" - Final Plan - Rehabilitation Demonstration Project

Exhibit "E" - General Standards and Controls for Conservation Areas

B. Description of Project

1. Boundary Description of the West Side Urban Renewal Area, City of New York, New York

The boundary of the West Side Urban Renewal Area is as shown on Map 1, Urban Renewal Area Boundary and Land Acquisition Map, and is as described hereinafter:

BEGINNING at the intersection of the eastern line of Central Park West with the southern line of W. 97th Street as extended; thence westerly along the southern line of W. 97th Street as extended and the southern line of W. 97th Street to the western line of Amsterdam Avenue; thence southerly along the western line of Amsterdam Avenue to the southern line of W. 87th Street; thence easterly along the southern line of W. 87th Street and said line extended to the eastern line of Central Park West; thence northerly along the eastern line of Central Park West to the point of BEGINNING.

2. Types of Proposed Renewal Actions

This Urban Renewal Plan provides for a variety of renewal actions including clearance and redevelopment, rehabilitation, conservation and the provision of public improvements.

Clearance and redevelopment is proposed principally for areas now dominated by old-law tenements. These buildings, which are substandard because of obsolescence, inadequate layout and design, insufficient light and air and excessive land coverage, are to be replaced with new apartment buildings and needed community facilities.

A program of residential rehabilitation is proposed for areas consisting primarily of brownstones located along the side streets.

All buildings in these areas, particularly the Class "B" rooming houses, will be subjected to rigorous enforcement of all applicable codes and ordinances. In most cases, it is these Class "B" rooming houses which have become hazards to health and safety, as a result of excessive overcrowding and makeshift living accommodations. The renovation of these buildings to provide for standard dwelling accommodations will be encouraged through a variety of techniques, including the use of special mortgage insurance by the Federal Housing Administration, and tax abatement where practical and necessary. The restoration of rehabilitation areas

to create good dwelling accommodations and pleasing environment suitable for family living is a principle objective of this plan.

The City will acquire thirty-six brownstones, in addition to those acquired in the Pilot Project Area, for rehabilitation by the New York City Housing Authority. These buildings will provide additional low rent housing in the project area.

Conservation is proposed for all apartment buildings and community facilities such as public and private schools and churches. The present superior quality of these buildings will be protected and even enhanced by the elimination of blight and decay throughout the area.

Public improvements, necessary to serve and support the urban renewal area, are proposed in this plan. These include a new elementary school, existing public school playground expansions, improve street treatments with attractive landscaping, and the replacement of obsolete utility lines.

C. Land Use Plan

1. Land Use Map

All public rights-of-way, existing land uses to remain and land uses to be established shall be as shown on Map. No. 3, Land Use Map.

Except in areas proposed for redevelopment under C2 below, residential uses shall be construed as to include schools, libraries, museums, fraternal or philanthropic organizations, churches, health centers, community centers, medical offices, non-commercial recreational centers and similar uses which are customarily located in and serve residential neighborhoods.

2. Land Use Provisions and Building Requirements Imposed on Property to be Acquired for Redevelopment

In order to achieve the objectives of this Urban Renewal Plan, the use of land in areas for redevelopment will be made subject to the regulations and controls specified in this Section C2. Reference in these controls to the provisions of the Zoning Resolution controlling the permitted use of redevelopment parcels, maximum residential densities (zoning rooms per acre), maximum floor areas, required setbacks, minimum required open space and

required off-street parking and loading areas, etc. shall be as defined in the Comprehensive Amendment to the Zoning Resolution of the City of New York, approved by resolution of the Board of Estimate on December 15, 1960, as amended through June 25, 1964.

a. Land Use Provisions

The principal use of each redevelopment parcel shall be shown on Map 3, Redevelopment Areas Land Use Map, and set forth hereinafter,

1) Residential

The parcels listed below shall be developed for multi-family residential purposes, including such supporting facilities as public open areas, appropriate landscaping, off-street parking, and, in some cases, retail commercial and local service used as specified hereinafter.

Community facility uses such as community centers and medical offices, including a practice of dentistry and osteopathy, are permitted in any residential parcel.

As shown on Map 3:

Parcels 15, 25, 29 and 38 shall be developed for public housing,

Parcels 2, 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 24, 28, 30, 31, 32, 35, 36, 40, 41 and 43 shall be developed for partially tax exempt housing at moderate rentals or carrying charges, and

Parcels 4, 9, 23, 27, 44 and 46 shall be developed for full taxpaying housing.

Housing to be developed on partially tax-exempt housing parcels may be provided under the following legislative authority.

Private Housing Finance Law:

Ch. 2 - Limited-Profit Housing Companies

Ch. 4 - Limited-Dividend Housing Companies

Ch. 5 - Redevelopment Companies

2) C-1 Retail Commercial

The following parcels shall be used for C-1 retail commercial uses, in addition to any required residential uses:

Parcels 4, 5, 9, 10, 12, 13, 14, 16, 30, 31, 32, 35, 36, 40, 41, 43 and 45.

In no case shall the gross floor area per establishment exceed 10,000 square feet.

C-1 retail commercial uses shall be limited to the following:

Antique Stores
Art Galleries, commercial
Artists' supply stores
Automobile Supply store with no repair service
Bakeries, provided that the floor area used for production shall be limited to 750 square feet per establishment
Barber shops
Beauty parlors
Bicycle sales and rental
Bookstores
Candy and ice cream stores
Cigar or tobacco stores
Clothing or Clothing accessory shops
Drug or pharmaceutical stores
Dry cleaning or clothes pressing establishments or receiving stations dealing directly with

ultimate consumers, limited to 2,000 square feet of floor area per establishment, and provided that only solvents with a flash point of not less than 138.2 degrees Fahrenheit shall be used, and total aggregate dry load capacity of machines shall not exceed 60 pounds.

Dry goods or fabrics stores

Eating and drinking places including entertainment by not more than one person, and also including outdoor table service

Electrical or household appliances

Electrolysis studios

Florist shops

Food stores, including supermarkets, grocery stores, meat markets or delicatessen stores

Furniture stores

Furrier shops, custom

Gift shops

Hardware stores including garden supplies

Interior decorating establishments, provided that floor area used for processing, servicing or repairs shall be limited to 750 square feet per establishment

Jewelry or art metalcraft shops

Laundry establishments, hand or automatic self-service

Leather goods or luggage stores

Locksmith shops

Medical or orthopedic supply store

Millinery stores

Music or record stores (No amplified sound permitted outside of store)

Newsstands only within principal buildings

Paint and wall paper stores

Pet Shops

Package liquor stores

Photographic equipment or supply store

Picture framing shops

Sewing machine stores, selling household machines only

Shoe stores

Shoe or hat repair shops

Sporting or Athletic goods stores
Stamp or coin stores
Stationery stores
Tailor or dressmaking shops, custom, including repair
Television or radio stores
Toy stores
Typewriter sales stores, with incidental repairs
Variety stores
Watch or clock stores or repair shops

3) C-2 Retail Commercial

The following parcels shall be used for C-2 retail commercial in addition to any required residential uses:

Parcels 1, 7, 11, 17 and 28

In no case shall the gross floor area per establishment exceed 10,000 square feet, except for Parcel 1 where the maximum permitted floor area may be occupied by one establishment.

C-2 retail commercial uses shall be limited to the following:

All C-1 retail commercial uses listed in Section C.2.a.2) and the following additional uses:

Automobile driving schools (off-street parking space required for each training car)
Business schools and colleges
Catering establishments
Clothing or custom rental establishments
Electrical, glazing, heating, painting, paper-hanging, plumbing, roofing or ventilation

contractor's establishments, limited to 2,500 square feet of floor area per establishment.
Exterminators
Musical instrument repair shops
Photographic developing or printing establishments limited to 2,500 square feet
Physical culture or health establishments, including gymnasiums, reducing salons, masseurs, or steam baths
Studios, music, dancing or theatrical
Umbrella repair shops
Amusement - Theatre permitted on Parcel 1
Interior dec rating and upholstering establishments dealing directly with consumers.

4) General Office and Banking

The following parcels may be used for general office and banking uses, in addition to any required residential or other permitted uses:

Parcels 1, 10, 11, 20, 21, 25, 44, 45, and 46

Office uses shall include but not be limited to such uses as law, architecture, loan office, travel bureau, real estate or investment, insurance, provided that the gross floor area of each such establishment does not exceed 2,500 square feet, except as permitted by the Housing and Redevelopment Board.

5) Public

Parcel 26 shall be used for a public elementary school (P.S. 84) together with such supporting facilities as a school playground and landscaped areas.

Parcel 39 shall be used as a public school playground to serve Public School 166.

6) Semi-Public

Parcel 24 shall be used for school facilities in addition to any required residential uses.

Parcels 33 and 34 shall be used for institutional uses.

Parcel 42 shall be used as a site for school facilities.

b. Building Requirements and General Provisions

1) Building Requirements

The building requirements concerning proposed uses, maximum densities, maximum permitted building bulk, minimum required open spaces and the minimum number of off-street parking spaces for each redevelopment parcel shall be as set forth in Table I beginning on Page 11.

In no case shall the maximum number of zoning rooms, maximum building floor area, and maximum non-commercial floor area for the entire project exceed the following:

Maximum Zoning Rooms	Floor Area in Square Feet	
	Building Maximum	Commercial Use Maximum
31,570	,707,750	337,200

Any property acquire

TABLE I

PROPOSED USES AND BUILDING REQUIREMENTS FOR REDEVELOPMENT PARCELS IN WEST SIDE URBAN RENEWAL AREA

Parcel	Proposed Use (a)	Zoning Rooms	Floor Area in Square Feet			Open Space Minimum in Square Feet	Off-Street Parking
			Building Total	Commercial Use			
				Required Minimum	Permitted Maximum		
1(b)	C2 Ret. Comm. Gen. O and B	-	15,200	7,000	15,200	1,880	*
2(b)	Residential	1,424	368,000	-	-	23,970	*
3(b)	Residential	305	74,800	-	-	4,450	*
4	Residential C1 Ret. Comm.	1,310	382,000	10,000	12,000	22,000	*
5	Residential C1 Ret. Comm.	921	262,000	8,000	10,000	17,000	*
6	Residential	1,052	292,300	-	-	21,000	*
7	Residential C2 Ret. Comm.	900	244,000	10,000	11,600	15,000	*
8	Residential	936	230,000	-	-	17,000	*
9	Residential C1 Ret. Comm.	784	235,000	9,000	11,000	11,000	*

Code No. R-213
3/66

E-310

national origin in the sale, lease, use of

Parcel	Proposed Use (a)	Zoning Rooms	Floor Area in Square Feet: Building Total	Commercial Use: Required Minimum	Commercial Use: Permitted Maximum	Open Space Minimum in Square Feet	Off-Street Parking
10	Residential C1 Ret. Comm. Gen. O and B	1,003	300,000	9,000	11,000	14,000	*
11	Residential C2 Ret. Comm. Gen. O and B	1,021	273,400	-	8,800	30,000	*
12	Residential C1 Ret. Comm.	855	219,500	12,000	15,100	19,000	*
13	Residential C1 Ret. Comm.	1,150	340,000	17,000	17,900	39,000	*
14	Residential C1 Ret. Comm.	391	98,000	-	2,600	6,500	*
15	Residential (Public Housing)	307	63,000	-	-	15,750	*
16	Residential C1 Ret. Comm.	750	200,000	10,000	12,000	10,500	*
17	Residential C2 Ret. Comm.	1,052	262,500	11,000	12,000	35,500	*
20	Residential Gen. O and B	970	254,000	-	12,000	22,500	*

Parcel	Proposed Use (a)	Zoning Rooms	Floor Area in Square Feet: Building Total	Commercial Use: Required Minimum	Commercial Use: Permitted Maximum	Open Space Minimum In Square Feet	Off-Street Parking
21	Residential Gen. O and B	810	213,000	-	10,000	12,000	*
22	Residential	500	124,000	-	-	28,000	*
23	Residential	552	149,100	-	-	22,200	*
24	Residential With School Facility	780	245,000*	-	-	15,000	*
25	Residential (Public Housing) Gen. O and B	750	165,000	-	10,000	12,000	*
26	Public (Elementary School)	-	180,000	-	-	42,200	*
27	Residential	220	60,000	-	-	5,800	*
28	Residential C2 Ret. Comm.	660	180,000	12,000	15,000	17,000	*
29	Residential (Public Housing)	1,760	385,000	-	-	75,000	*
30	Residential C1 Ret. Comm.	660	180,000	12,000	15,000	17,000	*
31	Residential C1 Ret. Comm.	785	218,000	12,000	14,000	13,000	*

* Includes 51,000 S.F. of floor area for school use

Parcel	Proposed Use (a)	Floor Area in Square Feet: Zoning Rooms	Building Total	Commercial Use: Required Minimum	Commercial Use: Permitted Maximum	Open Space Minimum in Square Feet	Off-Street Parking
32	Residential C1 Ret.Comm.	1,030	272,000	12,000	15,000	26,600	*
33	Semi-Public	-	18,200	-	-	2,600	*
34	Semi-Public	-	28,000	-	-	4,000	*
35	Residential C1 Ret.Comm.	1,450	395,000	15,000	18,000	47,100	*
36	Residential C1 Ret.Comm.	815	240,000	8,000	10,000	12,000	*
38	Residential (Public Housing)	700	155,000	-	-	10,000	*
39	Public (School Playground)	-	-	-	-	17,000	*
40	Residential C1 Ret.Comm.	890	243,000	15,000	18,000	17,000	*
41	Residential C1 Ret.Comm.	1,085	312,000	16,000	19,000	30,000	*
42	Semi-Public	-	21,000	-	-	2,644	*
43	Residential C1 Ret. Comm.	1,030	275,000	15,000	18,000	28,000	*

Code No. R-213
3/66

Parcel	Proposed Use (a)	Zoning Rooms	Floor Area in Square Feet				
			Building Total	Commercial Use		Open Space Minimum in Square Feet	Off-Street Parking
				Required Minimum	Permitted Maximum		
44	Residential Gen. O and B	785	222,000	-	10,000	10,000	*
45	C1 Ret. Comm. Gen. O and B	-	6,000	3,000	6,000	1,600	*
46	Residential Gen. O and B	435	124,000	-	6,000	8,000	*
Project Total		30,828	8,524,000	223,000	325,200	801,794	

(*) No restriction or control other than the requirements of the Zoning Resolution.

(a) Proposed Use:

C1 Ret. Comm. = C1 Retail Commercial
C2 Ret. Comm. = C2 Retail Commercial
Gen. O and B = General Office and Banking

(b) Parcels 1, 2 and 3 are to be disposed of as one disposition parcel to one redeveloper.

Code No. R-213
3/66

E-314

2) General Provisions

a) Plazas

Plazas, open and accessible to the public, shall be provided in Parcels 4, 11, 13, 35, 41 and 43.

Each plaza shall be attractively designed and landscaped.

No plaza shall be higher than 2 feet above the highest adjoining curb nor lower than [illegible] feet below the lowest adjoining curb.

The minimum area of each plaza shall be as follows:

Parcel 4 - 12,000 square feet
Parcel 11 - 18,000 square feet
Parcel 13 - 20,000 square feet
Parcel 34 - 16,000 square feet
Parcel 41 - 22,000 square feet
Parcel 43 - 20,000 square feet

There shall be pedestrian access to any plaza from each adjacent street.

b) Commercial Floor Area Location

No C-1 or C-2 retail commercial or general office and banking uses shall be permitted above the first story of any building except that two floors of such commercial uses shall be permitted in (1) any portion of a residential building where there is an effective separation from all dwelling uses as determined by the Housing and Redevelopment Board and (2) a building containing no residential dwelling uses.

c) Off-Street Parking

All off-street parking spaces shall be enclosed, except that for Public Housing sites additional parking which may be provided in the future in accordance with zoning shall be exempted from such control.

Each parking space shall be at least 200 square feet in area and have proper access.

Projects built in compliance with local laws in effect prior to the current Zoning Resolution shall be deemed to comply with the requirements stated therein.

d) Off-Street Loading

Off-Street loading berths shall be provided as required by the Zoning Resolution.

e) Sign Regulations

Signs shall be flush mounted on buildings. The total surface area in square feet of a sign or signs shall not be more than two times the street frontage (in feet) for each commercial establishment.

No sign shall be located more than 14 feet above curb level except for a two-story commercial building where no sign shall be higher than 22 feet.

The surface brightness of illuminated signs shall not exceed 100 foot lamberts. Neon, argon or other gaseous tube illuminated signs and flashing signs shall not be permitted.

f) Setbacks

Minimum 15 foot building setbacks shall be provided on the Columbus Avenue and Amsterdam Avenue frontages of all disposition parcels facing on these avenues. On side street frontages of all parcels, except for Parcels 24 and 42, minimum 5 foot building setbacks shall be provided. In addition, all setbacks and yards required by the Zoning Resolution shall be provided.

c. Duration of Controls

This Urban Renewal Plan and/or any modification thereof shall be in force and effect for a period of forty (40) years from the date of approval of this Urban Renewal Plan by the City of New York. The termination of this Urban Renewal Plan shall in no way permit the project land or any part thereof to be restricted on the basis of race, creed, color or national origin in the sale, use or occupancy thereof.

d. Applicability of Requirements Under C2a and C2b to Real Property Not to be Acquired

The provisions of C2a and C2b above are applicable only to areas proposed for acquisition and redevelopment, and to Parcel 26 which is not to be acquired.

3. Land Use Provisions and Building Requirements Imposed on Property to be Acquired for Rehabilitation

The properties described in Section D. 1. a. 3) of this plan are to be acquired by the City of New York for rehabilitation. Such rehabilitation shall be accomplished in accordance with the General Standards and Controls for Rehabilitation set forth in Exhibit "C".

D. Project Proposals

1. Land Acquisition

a. Identification of Real Property Proposed to be Acquired for:

1) Clearance and Redevelopment

Real properties to be acquired for clearance and redevelopment are as shown on Map 1, Urban Renewal Area Boundary and Land Acquisition Map, and are as listed in Exhibit "B" to this Urban Renewal Plan.

2) Public Facilities

Certain properties proposed for clearance and redevelopment under D. 1. a. (1) above are to be utilized for public facilities.

These parcels to be acquired by the urban renewal project and the proposed use are as follows:

- Parcel 39: school playground to serve P.S. 166, a public elementary school.

The site of P. S. 84, shown as Parcel 26 to be used for a new school and playground, has been acquired by the City of New York and is not to be acquired by the urban renewal project.

3) Rehabilitation

Map 5, Rehabilitation Areas, defines those parts of the urban renewal area proposed for rehabilitation activities. Also shown on this map is the delineation of the Rehabilitation Demonstration Pilot Project (Pilot Project) which is a part of the West Side Urban Renewal Area.

The following properties, identified on Map 5, in addition to those designated in the plan for the Pilot Project, are to be acquired for rehabilitation for low rent public housing:

Block 1203: Lots 112, 13, 14, 51, 52, 53, P.O. 54

Block 1204: Lots 21, 22, 23, 123, 24, 140, 41, 42, 142, 43, 44, 45, 145, 46, 47, 147, 56, 156, 57, 58

Block 1224: Lots 115, 16, 17, 18, 118, 19, 20, 21, 121, 22

The City of New York will not acquire for rehabilitation any other buildings within the project area, except as provided in Section D.1.b. of this plan, and as provided in the plan for the Pilot Project.

The plan for the Pilot Project, adopted by the Board of Estimate, was prepared under the provisions of 72-m and 72-l of the General Municipal Law of the State of New York and Section 314 of the National Housing Act of 1954 as amended to date.

The plan for the Pilot Project provides for the acquisition and rehabilitation by the City of New York of not more than 7 Class "B" rooming houses to demonstrate various types of rehabilitation which can be accomplished feasibly. Upon completion of the rehabilitation of these buildings they will be sold by the City of New York to purchasers at a fair market value in accordance with the provisions of applicable law.

The plan for this Pilot Project also provides for acquisition of not more than 13 additional Class "B" rooming houses by the City of New York and the sale of these to purchasers willing to covenant to rehabilitate such buildings in accordance with the general standards set forth in Exhibit "C" attached hereto.

The buildings discussed above will be selected from among the 35 Class "B" rooming houses located in the Pilot Project area. Since a major objective of the Pilot Project is to test and demonstrate the effectiveness of voluntary rehabilitation by existing owners, as well as through techniques involving acquisition by the City of New York, the city may vary the number of buildings to be acquired, and disposed of prior to and after rehabilitation, as the situation requires.

The plan for the Pilot Project and this urban renewal plan provide for the acquisition and rehabilitation for public housing use by

the New York City Housing Authority of the properties identified as Lots 50-52, Block 1207 on Map 5, Rehabilitation Areas Map.

The Final Plan (Urban Renewal Plan) dated February 1960 for the Pilot Project NY D-5 shall be deemed to be merged with the Final Plan (Urban Renewal Plan) for the West Side Urban Renewal Area, Project No. NY R-43. Said Final Plan for the Pilot Project No. NY D-5 as set forth in Exhibit D, is incorporated herein and made a part hereof as if fully set forth.

b. Special Conditions Under Which Properties Not Designated for Acquisition May be Acquired

A continuous and vigilant enforcement of the applicable existing laws, codes, ordinances and regulations of the City of New York will be in effect and in force within all rehabilitation areas. All properties shall be required to meet at least the minimum standards contained in these city codes and ordinances and all applicable laws, codes, and regulations of the State of New York.

In addition, owners of all buildings, particularly rooming houses, will be encouraged to rehabilitate with the rehabilitation standards contained in this Urban Renewal Plan.

In order to insure the elimination of all substandard conditions in rehabilitation areas as a principal objective of this Urban Renewal Plan, and to aid in the substantial improvement of these areas, the city reserves the right to acquire any property which:

1) is not brought into compliance with all of the above mentioned laws, codes, ordinances and regulations within a reasonable period of time, or

2) is in such a substandard condition that the correction thereof cannot be accomplished through the enforcement of these laws, codes, ordinances and regulations, or

3) is considered as detrimental to the surrounding residential environment and not in accordance with the objectives of this Urban Renewal Plan, in terms of use, degree of occupancy or physical condition.

Any property acquired by the City under these conditions will be sold at fair value and in accordance with the provisions of applicable law to a purchaser who is willing to covenant with the City to rehabilitate the property in compliance with the requirements of this Urban Renewal Plan.

2. Rahabilitation and Conservation

The standards for the rehabilitation of residential properties are set forth in Exhibit "C", "General Standards and Controls for Rehabilitation", attached hereto and made a part hereof.

The standards for conservation of residential properties are set forth in Exhibit "E", General Standards and Controls of Conservation Areas, attached hereto and made a part hereof.

3. Redevelopers Obligations

a. The regulations and controls in Section C will be implemented where applicable, by appropriate covenants or other provisions in the agreement for land disposition and conveyance executed pursuant thereto.

b. The redeveloper shall devote the land only to the uses specified in this Urban Renewal plan.

c. The redeveloper shall begin and complete the development of the land for the uses required in this Urban Renewal Plan and the construction of improvements agreed upon in the disposition contract within a reasonable time as determined in the contract between the City of New York and the redeveloper.

In any event, such construction will begin within twelve (12) months from the date of conveyance.

d. The redeveloper or redevelopers of project land shall not sell, lease or otherwise transfer such land at any time prior to the completion of the redevelopment thereof without the prior written consent of the City of New York.

e. No covenant, agreement, lease, conveyance, or other instrument shall be effected or executed by the City of New York or by a redeveloper or any of his successors or assigns whereby land in the project area is restricted by the City of New York, or the redevelopers upon the basis of race.

creed, color, or national origin in the sale, lease, use of occupancy thereof. Appropriate covenants running with the land forever, which will prohibit such restrictions, shall be included in the disposition instruments.

f. Detailed architectural and site plans, and working drawings and specifications for the construction of improvements on the land shall be submitted to the City of New York by each redeveloper, prior to commencement of construction, for review and approval so that the City may determine compliance of such plans with the Urban Renewal Plan.

E. Provisions Necessary to Meet State and Local Requirements

The following statements on the various aspects of the Urban Renewal Plan are included in order to comply with Section 72m of the General Municipal Law of the State of New York.

1. Proposed Land Uses

Proposed land uses for the urban renewal area are set forth in Section C of this Urban Renewal Plan.

2. Traffic and Transportation Circulation

Proposed land uses have been interrelated with the proposed pattern of traffic and transportation circulation by:

a. providing for limited building bulks and lower densities along most side streets in order to maintain a quiet, residential atmosphere and thereby minimize the traffic requirements on these streets;

b. planning for the physical improvements of most streets and avenues to facilitate traffic circulation and to create a more attractive area.

c. requiring building setbacks wherever practical and desirable in order to permit more open space between buildings and street traffic.

Proposed Improvement of Streets

Considerable improvement in the street system is proposed. Columbus Avenue is to be transformed into an attractive residential and shopping street with wide landscaped sidewalks and recessed parking bays. Mandatory setbacks of at least 15 feet will increase the effective width of Columbus Avenue from 100 to 130 feet. This treatment is proposed also for the easterly side of Amsterdam Avenue in those blocks where redevelopemnt will take place.

The pavements of West 90th and West 93rd Streets are to be widened sufficiently to permit them to carry through traffic and thereby serve as connector streets.

Residential streets are to be improved through a variety of design treatments. A major feature is the widening of sidewalks at certain points, thereby narrowing the roadway width. These projecting sidewalk areas are to be attractively landscaped and will act as visual interruptions between the quiet block interiors and the busy Avenues.

Off-Street Parking

The requirements of off-street parking are included in Section C of this Urban Renewal Plan.

Locations of Public Utilities

All public utilities necessary to serve and support the urban renewal area will be located within the street rights-of-way. No easements for public utilities are proposed.

Proposed community Facilities and Open Space

The principal existing community facilities to remain are:

a. Joan of Arc Junior High School (J. H. S. 118), and

b. P. S. 166, a Public Elementary School

in Section C of this Urban Renewal Plan.

3. Density

The proposed densities for redevelopment areas are set forth in Section C of this Urban Renewal Plan.

4. Rent Levels

Of the new dwelling units to be constructed:

a. The number of dwelling units to be constructed as public housing units shall be as approved in accordance with the provisions of the Public Housing Law, with rentals as fixed by the New York City Housing Authority for persons and families of low income pursuant to the Public Housing Law.

b. Development, regulation, control and rentals for housing to be constructed at moderate rentals or carrying charges shall be as provided in the Private Housing Finance Law of the State of New York and or in Section 221 (d) (3) of the National Housing Act.

c. Development, regulation, control and rentals of fully or partially tax-paying housing to be constructed shall be provided by contract between the redeveloper and the governing body of the City and to the extent applicable, as provided in the Private Housing Finance Law of the State of New York.

New community facilities to be provided include a public elementary school and 2 public school playgrounds.

Open space to be provided is included under Section C of this Urban Renewal Plan.

7. Demolition of Designated Structures

Demolition of designated structures and elimination of non-conforming uses will be accomplished as provided for under Section D, of this Urban Renewal Plan on Map 1, "Urban Renewal Area Boundary and Land Acquisition Map", and in Exhibit "B" to this Urban Renewal Plan.

8. Proposed Construction

a. Redevelopment Areas

1. Dwelling Units

Proposed construction in redevelopment areas provides for approximately 7,700 new dwelling units.

2. Ground Coverage

The minimum open space required for each redevelopment parcel is set forth in Section C of this Urban Renewal Plan.

Density

Based upon the assumption given for estimating dwelling units above, a density of approximately 150 to 160 dwelling units per acre of net land area may be expected in rehabilitation areas.

d. With careful programming and full utilization of the resources of the Federal, State and City housing legislation, it is anticipated that rents or monthly carrying charges will cover a wide spectrum from, perhaps, $22 per room per month to $45-50 with a limited number of units at approximately $60 per room per month.

Rehabilitation Areas

1. Dwelling Units

An exact prediction of the number of dwelling units which may be expected in rehabilitation areas cannot be given since the type of renovation for a number of buildings to be rehabilitated is not yet determined, the number of dwelling units in rehabilitated buildings will vary and one or two family buildings may be converted into Class "A" apartment buildings at any time during the development stages of the project.

2. Ground Coverage

The ground coverage of buildings in rehabilitation areas will remain virtually unchanged, since these buildings are to remain. The average brownstone covers approximately 60 per cent of the lot area, but this varies slightly from case to case, depending upon the width of the lot and the depth of the building.

3. Density

4) Rent Levels

Rentals in rehabilitated buildings will vary depending upon many conditions such as, the type of financing obtained, the degree and cost of rehabilitation undertaken, the size of the dwelling units, and the location of the structure. Through the use of special mortgage financing and other aids, rents in rehabilitated brownstones may be reduced by as much as 25 per cent below equivalent dwelling units in new construction.

9. Proposed Costs and Methods of Financing the Program

The net cost of the project, i.e. the total cost of planning, land acquisition, demolition, installation of site improvements, and administrative costs minus land disposition proceeds, will be shared as follows:

2/3 will be provided by the Federal Government
1/6 will be provided by the New York State Government
1/6 will be provided by the City of New York.

10. Program for the Relocation of Families Displaced from Urban Renewal Area

a. Administrative Program

The City of New York is responsible under law for making available relocation housing that is decent, safe and sanitary for families to be displaced from the urban renewal area.

Supervision and administration of the relocation program is vested in the Bureau of Relocation of the Department of Real Estate and will be carried out in accordance with a comprehensive procedure established by this department.

b. Relocation Workload

Information concerning the number of households requiring relocation from the West Side Urban Renewal Area was obtained in detailed family surveys which were later supplemented, at the request of the Board of Estimate, to bring the number of households interviewed to as nearly 100 per cent as possible. The combined surveys covered 93 per cent of the households affected by redevelopment or rehabilitation.

The survey data revealed that, of the estimated 16,465 households in the urban renewal area, 5,986 are in buildings which will not involve displacement of families since they do not require extensive rehabilitation or replacement by new construction.

Of the 10,479 households subject to relocation, 4,088 are single persons living in rooming houses and 6,391 are households of two or more persons or single persons living in self-contained dwelling units. However, of this latter group (6,391), 422 households have been relocated from the site of the new P. S. 84 (parcel 26) and 551 are in the process of relocation from the site of the Stephen Wise Houses (parcel 29). This leaves a balance of 5,418 households of two or more persons and single persons in self-contained dwelling units and 3,767 single persons living in rooming accommodations, which require relocation assistance.

c. Proposed Rehousing of Households to be Relocated

The type of housing accommodations which are needed for rehousing these families is based upon analysis of survey findings such as income, family size, etc. and upon experience obtained in other relocation programs by the Department of Real Estate.

It is expected that these 5,418 families will be relocated as follows:

Types of Rehousing	Total No. of Families	Percentage to Total
1. Private Rental Housing	3,630	67
2. Private Sales Housing	542	10
3. Low-Rent Public Housing	866	16
4. City No-Cash Subsidy Housing	380	7
Total	5,418	100

d. Housing Resources

It is estimated that the relocation of the 5,418 households will be carried out in three phases, extending over a period of five years. Housing resources which will become available through turnover and new construction are more than sufficient to rehouse 2,742 households in Phase I redevelopment and rehabilitation area.

During Phase I, 40,100 units of public housing will become available through turnover and new construction. In addition, during this same period 329,900 standard dwelling units in the private rental market will become available through turnover according to estimates prepared by the bureau of Relocation of the Department of Real Estate.

The Department of Real Estate estimates that in New York City approximately 38,000 residential tenants will require relocation for all public improvements during this period. Thus, housing resources are far in excess of all families to be relocated as a result of all planned public improvements including Phase I of the West Side Urban Renewal Area.

11. Proposed Time Schedule for Effecutation of the Plan

It is estimated that the execution of this urban renewal project will commence July 1962, and be completed within 8 years.

F. Changes in Approved Plan

This Urban Renewal Plan may be modified at any time by the City of New York, provided that if modified after the disposition of any land in the project area such modification must be consented to in writing, by the purchaser or lessee or their successors in interest of the specific property covered by the modification. This shall not be construed to require the consent of the purchaser or lessee or their successors in interest of any other parcel in the project area.

G. Minor Changes

Where, owing to special conditions, a literal enforcement of these restrictions, in regard to the physical standards and requirements as referred to in Section C and D of this Urban Renewal Plan, would result in unnecessary hardship, involve practical difficulties, or would constitute an unreasonable limitation beyond the intent and purpose of these restrictions, the Housing and Redevelopment Board shall have the power, upon appeal in specific cases, to authorize such change or mofification of the terms of these restrictions to conform with the intent and purpose of this Urban Renewal Plan, provided that no change or modification shall be permitted by the Housing and Redevelopment Board which is less restrictive than or contrary to applicable State and local codes and ordinances and further provided that H.H.F.A. concurrence therein is obtained.

E-328

EXHIBIT "A"

DEFINITIONS

Following are definitions of certain words and terms used herein:

1) Dwelling Unit

A "dwelling unit" consists of one or more rooms in a residential building or in a mixed building, which are arranged, designed, used, or intended for use by one or more persons living together and maintaining a common household, and which include lawful cooking space and lawful sanitary facilities reserved for the occupants thereof.

In counting the number of rooms in a dwelling unit for the purpose of determining the urban renewal plan requirements, no rooming unit shall be counted as part of the dwelling unit.

2) Floor Area

"Floor area" is the sum of the gross areas of the several floors of a building or buildings, measured from the exterior walls or from the center lines of walls separating two buildings. In particular, floor area includes:

a) Basement space, except such space in a basement which has at least one-third of its height below curb level, and which is located in a residential building with not more than two stories entirely above curb level.

b) Elevator shafts or stairwells at each floor.

c) Floor space in penthouses.

d) Attic space (whether or not a floor has been laid) providing structural headroom of eight feet or more.

E-329

e) Floor space in interior balconies or mezzanines.

f) Floor space in open or roofed terraces, exterior balconies, breezeways, or porches, if more than 50 per cent of the perimeter of such terrace, balcony, breezeway, or porch is enclosed.

g) Any other floor space used for dwelling purposes, no matter where located within a building, when not specifically excluded.

h) Floor space in accessory buildings, except for floor space used for accessory off-street parking.

i) Floor space used for permitted or required accessory off-street parking spaces located more than 23 feet above curb level.

j) Floor space used for accessory off-street loading berths in excess of 200 per cent of the amount required by the applicable district regulations.

k) Any other floor space not specifically excluded.

However, the floor area of a building shall not include:

a) Cellar space, except that cellar space used for retailing shall be included for the purpose of calculating requirements for accessory off-street parking spaces and accessory off-street loading berths.

b) Elevator or stair bulkheads, accessory water tanks, or cooling towers.

c) Uncovered steps.

d) Attic space, whether or not a floor actually has been laid, providing structural headroom of less than 8 feet.

e) Floor space in open or roofed terraces, exterior balconies, breezeways, or porches, provided that not more than 50 per cent of the perimeter of such terrace, balcony, breezeway, or porch is enclosed.

f) Floor space used for permitted or required accessory off-street parking spaces located not more than 23 feet above curb level.

g) Floor space used for accessory off-street loading berths, up to 200 per cent of the amount required by the applicable district regulations.

h) Floor space used for mechanical equipment.

j) The lowest story of a residential building, provided that:

(1) Such building contains not more than two stories above such story, and
(2) Such story and the story immediately above it are portions of the same dwelling unit, and
(3) Such story is used as a furnace room, utility room, auxiliary recreation room, or for other purposes for which basements are customarily used.
(4) Such story has at least one-half its height below the level of the ground along at least one side of such building.

3) Lot

A "lot" is a redevelopment parcel.

4) Lot Line, Front

A "front lot line" is a street line.

5) Lot Line, Rear

A "rear lot line" is any lot line of a lot, except a front lot line, which is parallel or within 45 degrees of being parallel to, and does not intersect, any street line bounding such lot.

6) Lot Line, Side

A "side lot line" is any lot line which is not a front lot line or a rear lot line.

7) Open Space

"Open space" is that part of a lot, including courts or yards, which:

a) Is open and unobstructed from its lowest level to the sky, except as provided below, and

b) Is accessible to institutional users and persons occupying the dwelling units on the lot, and

c) Is not part of the roof of that portion of a building containing dwelling units.

Open space may include roofed areas the total area of which is less than 10 per cent of the unroofed or uncovered area of a lot, provided that such roofed area is not inclosed on more than one side, or on more than 10 per cent of the perimeter of the roofed area, whichever is greater.

The roof of a garage attached to a residential building, or of a garage portion of a residential building, or of a portion or a mixed building used for other than residences, or of a community facility building, may be considered as open space if such roof area meets the requirements set forth in this definition, and:

(1) Is not higher than 23 feet above curb level, provided that this restriction does not apply to the roof of a portion of a mixed building used for other than residences, and

(2) Is at least two and one-half feet below the sill level of all legally required windows opening on such roof area, and

(3) Is directly accessible from a major lobby, mezzanine or other interior public circulation space, or by a ramp (with a grade of less than 10 per cent) from a building, yard, court, or street, and
(4) Has no dimension less than 25 feet, and
(5) Is fully developed and landscaped for leisure and recreational use at all times.

8) Redevelopment Parcel

A "redevelopment parcel", also referred to herein as a parcel, is a tract of land proposed for redevelopment as designated on Map 2, Land Use Plan.

9) Room

The number of "rooms" in a dwelling unit is computed in the following manner:

a) The number of "living rooms" as defined in Section 4 of the Multiple Dwelling Law is determined except that:

(1) Kitchens or other cooking spaces (without limit as to size) shall not be counted as "living rooms".
(2) Dining alcoves, dinettes, or other dining spaces (without limit as to size) when not separated by walls or doors from other "living rooms" or cooking spaces, shall not be counted as "living rooms".
(3) Dining rooms, in dwelling units containing five or more "living rooms" (in addition to the space excluded in (1) or (2), shall not be counted as living rooms).

b) The number of rooms to be counted in computing maximum densities is then determined from the following table:

Number of "living rooms" as computed in (a) above	Rooms to be Counted
1	2-1/2
2	3-1/2
3	4-1/2
4	5-1/2
5	6-1/2
6 or more	7-1/2

10) Setback

"Setback" is a horizontal distance measured at ground level from a lot line to the wall of a building.

11) Setback, Average

An "average setback" is the average depth measured at ground level of the aggregate width of street walls from a lot line. For purposes of this definition, "aggregate width of street walls" is the sum of the maximum widths of all street walls of a building at ground level within 20 feet of the lot line.

12) Setback, Residential

"Residential Setback" is a horizontal distance measured from a lot line to the residential portion of a building.

E-334

EXHIBIT "B"

TABULATION OF REAL PROPERTIES TO BE ACQUIRED

FOR CLEARANCE AND REDEVELOPMENT

Redevelopment Parcel Number	City Block Number	City Tax Lot Number
1	1851	61, 62, 63
2	1851	40(part)*, 41, 42, 43, 143 44, 144, 45, 46, 47, 147, 48, 49, 149, 50, 51, 151, 52, 53, 54, 154, 55, 56, 156, 57, 58, 59, 60
3	1851	8, 9, 10, 11
4	1851	25, 28, .28, 29, 30, 31, 32, 33, 34, 35, 36, 39 40(part)*
5	1832	1, 3, 103, 104, 5, 59, 60, 61, 62, 63, 64
6	1832	43, 44, 144, 45, 46, 146, 47, 48, 148, 49, 50, 51, 52, 53, 153, 54, 55, 56, 57, 157, 58
7	1226	1, 2, 3, 4, 5, 60, 61, 62, 63, 64
8	1226	45, 47, 48, 49, 50, 51, 53, 54, 55, 56, 57, 58
9	1226	27, 28, 29, 31, 32, 33, 34, 35, 36
10	1209	1, 2, 3, 4, 104, 5, 57, 157, 58, 59, 60, 160, 61, 62, 63, 64, 65
11	1225	1, 2, 3, 4, 104, 5, 6, 106, 7, 107, 8, 9, 109, 10, 11, 111, 12, 59, 159, 60, 160
12	1225	27, 28, 29, 31, 32, 33, 37, 38

Code No. R-213
10/60

E-335

Development Parcel Number	City Block Number	City Tax Lot Number
13	1208	1, 2, 3, 4, 104, 5, 6, 7, 107, 8, 9, 10, 110, 54, 55, 56, 156, 57, 58, 158, 59, 60, 61, 62, 64, 161
14	1224	58, 59, 159, 60, 61, 62, 63
15	1224	42, 43, 44, 46, 47, 48, 148, 49, 50
16	1224	29, 32, 33, 34, 36, 37, 137
17	1207	1, 5, 9, 11, 111, 12, 54, 55, 155, 56 57, 157, 58, 59, 60, 61, 62, 64, 160
20	1223	25, 32
21	1206	1, 3, 4, 5, 60 (part)*, 61, 62, 63, 64
22	1206	44, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60 (part)*
23	1206	21, 121, 22, 26, 38, 40, 41, 43
24	1222	28, 128, 29, 30, 31, 32, 33, 34, 35, 36
25	1205	1, 3, 4, 104, 5, 60, 61, 62, 63, 64
26	1205	This Parcel is not to be acquired.
27	1205	22, 24, 26
28	1221	1, 2, 3, 4, 5, 6, 59 (part)*, 60, 61, 62, 63, 64

E-336

Redevelopment Parcel Number	City Block Number	City Tax Lot Number
29	1221	7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 39, 139, 40, 41, 141, 42, 43, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59 (part)*
30	1221	28, 29, 30, 32, 33, 35, 36
31	1204	1, 2, 3, 4, 104, 5, 6, 59, 60, 160, 61, 62, 63, 64
32	1220	1, 2, 3, 4, 5, 7, 8, 9, 10, 12, 13, 59 (part)*, 161, 61, 62, 63, 64
33	1220	57, 59 (part)
34	1220	49, 50, 51, 52
35	1220	17, 19, 21, 24, 25, 26, 27, 28, 29, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48
36	1203	1, 2, 3, 4, 58, 158, 59, 60, 160, 61, 63
38	1219	1, 5, 105, 6, 61, 62, 63, 64
39	1219	40, 41, 42, 45, 46
40	1219	26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39
41	1202	1, 105, 6, 7, 8, 108, 9, 10, 55, 56, 57, 157, 58, 59, 60, 61, 63, 64
42	1202	26, 27, 28
43	1218	1, 2, 3, 4, 5, 6, 7, 107, 8, 9, 10, 55, 56, 57, 157, 58, 59, 60, 61, 62, 63, 64
44	1218	28, 128, 129, 29, 30, 31, 32, 33, 34, 36, 37, 137
45	1201	63
46	1201	1, 2, 3, 4, 5, 6, 7

---

* This lot is partially located in each of two redevelopment parcels. Each such lot is to be acquired in its entirety.

E-337

EXHIBIT "C"

GENERAL STANDARDS AND CONTROLS FOR REHABILITATION

INTRODUCTION

These standards and controls have been developed to serve as the basis for the rehabilitation of existing structures to provide accommodations and environment for family living which are decent, safe, livable and designed to have continuing appeal. They are geared to the rehabilitation of structures on a long-range basis, with an estimated mortgage life of 25 years, except for normal replacement items, and which will have sufficient income to meet all charges and expenses, and to provide a satisfactory return on the investment.

The requirements set forth herein supplement all State and local codes and ordinances applicable to the regulation and control of building construction and renovation and constitute additional controls and requirements. The rehabilitation of any building under the standards contained herein must also be in compliance with all such applicable codes and ordinances. These include, but are not limited to:

(a) Chapter 26, Title C, Building Code of the Administrative Code of the City of New York,

(b) Chapter 26, Title D, Multiple Dwelling Code of the Administrative Code of the City of New York,

(c) Chapter 713, L. 1929, Multiple Dwelling Law, as amended, and

(d) Comprehensive Amendment of the Zoning Resolution of the City of New York, adopted December 15, 1960.

A. DEFINITIONS

Multiple Dwelling

A "multiple dwelling" is a building containing three or more dwelling units.

Dwelling Unit

A "dwelling unit" is an apartment having a separate entrance and consisting of one or more living rooms and at least one kitchen or kitchenette and one bathroom.

Living Room

A "living room" is any habitable space within a dwelling unit used for sleeping, study, social gathering or other human activity, but exclusive of such areas as bathrooms, cooking spaces under 59 sq. ft., foyers, halls, dressing rooms, and closets.

Bedroom

A "bedroom" is a living room used primarily for sleeping purposes.

Kitchen

A "kitchen" is a living room used primarily for storage and preparation of foods which has a floor area of 59 sq. ft. or more.

Kitchenette

A "kitchenette" is a cooking space having a floor area less than 59 sq. ft.

Bathroom

A "bathroom" shall contain a toilet, lavatory and bathtub including shower.

B. BUILDING AND PROPERTY DEVELOPMENT

1. Residential Character

The property and building shall be residential in use and character: uses which are accessory to and harmonious with this residential character and which are legal uses under existing law shall be permitted, including that of a professional or home occupation nature serving primarily the residence area.

In addition to rehabilitation of property and buildings for residential use as covered by Paragraph 1 above, property and buildings may also, with the prior approval of the Housing and Redevelopment Board and of the Department of Housing and Urban Development, be converted or extended for community or institutional facility use under which the same general requirements as to bulk, yards and refuse storage as detailed in Paragraphs 2, 3 and 5 of this Section B for residential rehabilitation shall apply.

2. Building Bulk

No presently existing building shall be increased in height or increased in enclosed volume on the street side or be brought closer than 30 feet to the rear lotline. In the case of demolition of any existing structure or structures, any new structure erected on the site shall not exceed the zoning permitted in the Urban Renewal Plan.

3. Yards

Yards shall be free of trash and debris. No subsidiary structures, fences, open incinerators or similar subsidiary items shall be permitted which:

a. significantly obstruct light or air from doors or windows; or
b. obstruct a safe means of access to or egress from the buildings; or
c. create fire hazards, attract or harbor rodents, or create other unhealthful conditions; or
d. are structurally unsafe; or
e. create objectionable odors, noises, or views.

No wall or fence shall be more than 6 feet in height and any such wall or fence must be structurally sound, in good repair, of durable quality, and no more than 50 per cent transparent.

4. Stoops

Stoops generally shall be removed except where duplex units are authorized. Where the stoop is retained, improvement will be required.

5. Refuse Storage

Refuse shall be kept in rodent and odor proof containers which shall be placed behind or within suitable visual barriers and shall be accessible to dwelling tenants and refuse collectors.

C. SPACE AND OCCUPANCY

1. Objective

An over-all objective of the West Side Urban Renewal Project is the creation of a balanced neighborhood, including an adequate number of accommodations suitable for families with children. Particular distributions of apartments by size may, therefore, be required to accomplish this objective and to maintain appropriate densities. The distribution of apartments by size in each structure will be subject to review and approval.

2. Vestibule

In any multiple dwelling the vestibule shall have individual bells with apartment telephone and door control system. Locked mail boxes in conformance with U.S. Post Office Department standards shall be provided. Every rebuilt vestibule and ground floor hall shall be of adequate width.

3. Apartment and Room Area

The minimum sizes of rooms and spaces shall be according to the following table.

TABLE I

Minimum Room Size Requirement by Type of Use

	Areas in Square Feet						
Dwelling Type	LR	DS	KIT or K'TTE		1st BR	Other B RS	Total Storage Closets
OBR Efficiency	220	-	59	50	-	-	16
1 BR	160	70	65	58	135	-	24
2 BR	160	90	75	58	135	85	32
3 BR	170	90	75	58	135	85	40
4 or more BR	180	90	80	58	135	85	48 plus 8 for each additional bedroom

Legend: See Following Page

Legend:

LR	-	Living Room
DS	-	Dining Space
KIT	-	Kitchen (59 sq. ft. or over)
K'TTE	-	Kitchenette (less than 59 sq. ft.)

Note: Apartments may be designed either with Kitchens or Kitchenettes, but minimum areas, as shown, should be provided.

BR	-	Bedroom

Minimum Room Dimensions shall be as follows:

a) Width of main living room	10 feet
b) Width of each bedroom	8 feet

4. Bathrooms

No bathroom shall have direct access from a kitchen or kitchenette; in each dwelling unit containing two or more bedrooms at least one bathroom shall have direct access from a hall or foyer.

D. CONSTRUCTION STANDARDS

1. Objective

The construction standards and requirements set forth herein are designed to achieve structurally sound buildings with a minimum life of twenty-five years, exclusive of normal replacement items.

2. General Repair and Reconstruction

Any deterioration or failure of materials, as evidenced by settlement, cracks, holes, leakage, inadequate drainage, rodents, insects or other conditions impairing the safety or sanitation of the building shall be repaired, replaced or otherwise corrected in a workmanlike manner with materials of good quality and reasonable durability.

3. Exterior Walls

Masonry walls shall be cleaned, patched, and pointed as required. Brick walls and patched stone walls shall receive one or more coats of paint, stucco, or other protective coating or shall be pointed and steam-cleaned. All metal work, including cornices and rails, shall be wire brushed and repainted. Metal flue stacks shall be removed and replaced, where necessary, with approved masonry flues and chimneys.

4. Roofs

Leaking, cracked and other deteriorated roofs shall be removed and entirely replaced with a new roof having a 10-year guarantee. Faulty flashing and deteriorated or leaking skylights shall be replaced.

5. Apartment Entrance Doors

Apartment entrance doors shall be sound, well fitted, freely moving; fitted with locks; free of surface defects, splits, scaled and chipped paint surfaces. Generally, new apartment entrance doors should be provided; in multiple dwellings these shall be metal-clad, with metal bucks.

6. Floors

Floors shall be smooth, even and sound, and free from holes, splits, loose boards or excessive deflection. Wood floors receiving a clear finish shall be scraped, sanded, and steel wooled, leaving a clean, clear finish which is free of blemishes and discolorations.

7. Walls and Ceilings

Walls and ceilings shall be smooth, even, sound, and free from holes and cracks; old paint and paper shall be removed and surfaces shall be sanded before repainting or repapering. All unsound or rotted plaster shall be replaced.

8. Woodwork

Wood trim shall be scraped and sanded to a smooth finish before painting or shall be replaced. Wood sash shall be

weathertight and resistant to excessive infiltration or wind rattling. The surfaces shall be scraped and sanded smooth and all defective glass and putty shall be replaced before painting. Rotted, weak, or broken sash shall be replaced.

9. Special Area Treatment

Public circulation spaces shall be finished in light colored, durable, easily maintained materials and finishes. Untenanted basements, storage rooms and workshops shall have fire-retarded ceilings throughout, light colored walls, and smooth, level, and hard floors.

New stairs, where installed, shall be of steel construction. All multiple dwellings shall be provided with steel stairs and sprinkler systems.

Bath and toilet rooms shall have ceramic tile floors and sanitary base at least 4 inches in height. Shower walls shall be surfaced with ceramic tile, glass or materials of similar quality to a height of at least 6 feet.

E. PLUMBING AND SANITATION

1. Yard Service

Every private yard shall have one hose bibb placed at the rear of every building with a deep-reach valve or inside cutoff.

2. Piping

All hot and cold water supply piping shall be new and of non-ferrous materials. All piping shall be adequately sized to supply, drain, and vent all fixtures attached thereto, and shall be sound, tight, and free of mineral deposits or corrosion. Piping not meeting these requirements shall be replaced. All new piping in any habitable space shall be concealed in walls, floor or ceiling. Pipes entering any space shall be securely closed against the wall surface to prevent leakage of air, sound, or haborages for vermin or rodents.

3. Domestic Hot Water

Domestic hot water between 120° and 140°F. shall be centrally supplied to all dwelling units. The hot water heater, if separate from the heating plant, shall be electric, gas or oil fired, and shall be vented through an approved flue in such manner as to insure against fire or asphyxiation hazard. Gas burning equipment shall conform to the standards of the American Gas Association (AGA).

F. HEATING

1. Design

Heat shall be centrally supplied to all dwelling units through a system capable of distributing 70°F. to all habitable spaces during 0°F. outside temperature.

2. Installation

The heating plant shall be installed in a separately enclosed space on the lowest floor, and shall be properly connected to an approved masonry flue. The system shall be durable, quiet in operation, and safe. All mains, branch piping, and ductwork in habitable spaces shall be concealed in walls, floor or ceiling.

G. VENTILATION

Ventilation shall be provided in accordance with applicable requirements of the Multiple Dwelling Law and rules and regulations of the Department of Buildings of the City of New York.

H. LIGHTING AND ELECTRICAL DISTRIBUTION

Minimum window areas shall be in accordance with code requirements.

There shall be light throughout all public halls and stairs, natural or artificial, direct or indirect, sufficient to provide safely illuminated passage to all apartments and other public spaces in accordance with customary good practice.

E-345

The electrical system shall conform to the requirements of the U.S. Board of Fire Underwriters and the Department of Water Supply, Gas & Electricity of the City of New York.

I. GENERAL

1. Combined Structures

Where two or more structures are combined as a single rehabilitated Multiple Dwelling, an elevator, or elevators, and common laundry facilities may be required.

2. Exceptions

Where special site or structural conditions may make it impractical to carry out one or more of the minimum requirements listed herein without severe hardship, a variance to such requirement may be permitted by the Federal Housing Administration and the Housing and Redevelopment Board, providing that no variance shall be permitted which is less restrictive than applicable State and local codes and ordinances.

E-346

E X H I B I T "D"

F I N A L P L A N

(URBAN RENEWAL PLAN)

for the

REHABILITATION DEMONSTRATION PILOT PROJECT

in the

WEST SIDE URBAN RENEWAL AREA

PROJECT N.Y. D-5

THE CITY OF NEW YORK

URBAN RENEWAL BOARD

February 19, 1960

Code No. R-213
4/62

E-347

F I N A L P L A N

REHABILITATION DEMONSTRATION PILOT PROJECT

Project NY D-5

A. Introduction

This document constitutes the Final Plan, also known as the Urban Renewal Plan, under Section 72-m of the General Municipal Law of the State of New York for that portion of the West Side Urban Renewal Area, N.Y. R-43, hereinafter referred to as the "Pilot Project" and as described under Section C herein.

The West Side Urban Renewal Area, bounded by W. 97th Street, Amsterdam Avenue, W. 87th Street and Central Park West, of which the Pilot Project is a part, was designated as a deteriorating area under the aforesaid Section 72-m of the General Municipal Law by the City Planning Commission on June 18, 1958. Subsequently the City of New York designated the Urban Renewal Board as the agency to administer the urban renewal program in the West Side Area.

Thereafter, a Preliminary Plan for the West Side Area was prepared in accordance with state and local law. This Preliminary Plan was approved with modifications by the City Planning Commission on July 15, 1959, and was approved with further modifications by the Board of Estimate on October 22, 1959.

A Final Plan for the West Side Urban Renewal Area is now in preparation.

The purpose of the Pilot Project is to explore, test, and demonstrate, in a portion of the West Side Urban Renewal Area which was designated for rehabilitation in the Preliminary Plan, the tools and techniques available to accomplish decongestion and to promote rehabilitation as part of a general plan to upgrade and stabilize a deteriorating neighborhood. FHA Section 220 mortgage insurance and other types of financing, technical assistance and other aids, and an intensive program of code enforcement will be utilized to encourage the reconversion of rooming houses to apartment use, as well as a general upgrading of other buildings, as required.

Maximum citizen participation will be encouraged and the effectiveness of voluntary compliance in a deteriorating neighborhood will be analyzed and measured.

A wide range of design and plan arrangements in rehabilitated buildings will be demonstrated to obtain thereby specific data on costs and rents. The Pilot Project will permit also the development of the administrative and legal instruments necessary to achieve a rehabilitation program.

E-348

For these purposes, the City, acting through the Urban Renewal Board, will enter into a Demonstration Grant Contract with the United States of America. acting through the Housing and Home Finance Agency, under Section 314 of the National Housing Act of 1954 as amended, and has prepared this Final Plan for the Pilot Project area, in accordance with the requirements of Section 72-m, in order to permit early execution in a limited area of this phase of the urban renewal project.

Code No. R-213
4/62

B. Description of the Parts

The parts constituting the Final Plan for this Pilot Project area are as follows:

A. Introduction
B. Description of the Parts
C. Pilot Project Boundaries
D. Proposed Land Uses, Traffic and Transportation Circulation
E. Zoning Plan
F. Proposed Street Improvements
G. Proposed Off-Street Parking
H. Proposed Locations for Public Utilities
I. Proposed Community Facilities and Open Space
J. Proposed Demolition of Designated Structures and Elimination of Non-Conforming Uses
K. Proposed Construction of New Buildings
L. Proposed Rehabilitation, Dwelling Units, Ground Coverage, and Density
M. Program for Code Enforcement
N. Proposed Costs and Methods of Financing the Program and Rent Levels
O. Program for the Relocation of Families
P. Proposed Time Schedule
Q. Other Provisions to Meet State and Local Requirements
R. Changes in Approved Plan

Exhibit "A": Boundary Description of Pilot Project
Exhibit "B": General Standards and Controls for Rehabilitation of Properties

Map 1, Project Boundaries
Map 2, Land Use Plan

C. Pilot Project Boundaries

The boundaries of the Pilot Project are as shown on Map 1, Project Boundaries, and as described in Exhibit "A" attached hereto and incorporated herein.

D. Proposed Land Uses, Traffic and Transportation Circulation

1. Proposed Land Uses

The proposed land uses, which are residential in nature, shall be as shown on Map 2, Land Use Plan.

Residential uses consist of dwelling structures or rooming house structures used only in accordance with all applicable codes and ordinances of the City of New York. Public and semi-public uses are permitted in accordance with the zoning ordinance of the City of New York.

2. Traffic Circulation

The street system and traffic circulation pattern will remain unaltered. However, certain modifications and improvements in the street system are planned to create a more pleasant residential environment. These are discussed in detail under Section F. below.

The one-way pattern of traffic movements is to remain unaltered. Traffic will continue to move eastbound on 94th Street and westbound on 95th Street.

3. Transportation Circulation

There are no public transportation facilities within the Pilot Project Area, and none are proposed. Various forms of public transportation, including bus and subway services, exist in the immediate vicinity of the Pilot Project area.

E. Zoning Plan

The Pilot Project Area is zoned for residential use under the existing zoning resolution. No change in the existing zoning is required for the purposes of this Pilot Project.

F. Proposed Street Improvements

West 94th and 95th Streets are both to be retained as residential streets. In accordance with the planning objectives for the entire West Side Urban Renewal Area, the width of the pavements and sidewalks of both streets are to remain unchanged, except as noted below.

Various other improvements are planned to enhance the residential amenities of the streets. Near the eastern end of each street, and opposite the easternmost "brownstone" row houses, the pavement will be narrowed to 17 feet by widening each sidewalk from 15 to 21.5 feet. This narrowing or "necking" of the pavement will extend for a distance of about 30 feet. Trees will be planted on these sidewalk projections, and the effect thus achieved will be a pleasant, visual interruption in the long vista down each street. These sidewalk projections will also form an aesthetically pleasing barrier between the busy avenues and the quieter street interiors. Trees will be planted along other parts of these two streets.

It is also planned to develop similar pavement constrictions at the westerly ends of these streets, between the western boundary of the project and Columbus Avenue. These will be located outside of the Pilot Project and will be constructed in connection with the redevelopment activities along Columbus Avenue. At that time, each street will contain a pavement constriction near each end, between Central Park West and Columbus Avenue.

It is proposed to resurface the center of each roadway, a width of about 20 feet, with either brick or granite block, or a combination of both, to enhance the residential appearance of these streets and help to limit traffic to local needs.

G. Proposed Off-Street Parking

No off-street parking facilities are proposed within the Pilot Project area.

Off-street parking facilities are planned within and adjacent to other parts of the West Side Urban Renewal Area and some of these facilities will be available to residents of the Pilot Project.

H. Proposed Locations for Public Utilities

1. Existing Utilities to be Retained

The following utilities in West 94th and West 95th Streets are in good condition and are proposed for retention:

a. Sewer System

There is an oval sewer, 3'6" x 2'0", in each street. These are combined sanitary and storm drainage sewers, each draining in an easterly direction.

b. Water System

There is a 6" water main in each street.

c. Electric System

Underground electric ducts and lines are located beneath each side of each street roadbed.

d. Telephone System

Underground telephone ducts and lines are located beneath the roadbed of each street.

e. Gas System

A 6" gas main is located under each side of each street roadbed.

f. Street Lighting System

This system is carried in the electric system ducts.

g. Fire Alarm System

This system is not located in W. 94th or 95th Streets. Fire alarm cables are located in the north-south avenues. Fire alarm boxes are located at the intersection of both streets with Central Park West and with Columbus Avenue.

E-352

2. Proposed Utility Work

The following utility changes are proposed in connection with the pavement widenings and street improvements:

a. Fire Hydrants - four hydrants, two on the north sides of each street, will be set back.

b. Street Lights - seven street lights, three on W. 94th Street and four on W. 95th Street, will be set back.

Code No. R-213
4/62

c. Catch Basins - four new catch basins, one on each side of W. 94th and W. 95th Streets, are proposed for installation. They are to be located at the point where the pavement narrowings will begin. Also, four catch basins are to be placed at the intersections of these two streets with Central Park West.

3. Easements

There are no easements in the Pilot Project area and none are proposed.

I. Proposed Community Facilities and Open Space

1. Community Facilities

No community facilities are proposed in the Pilot Project area. Community facilities necessary to serve the Pilot Project are located in the surrounding area and the more important of these are:

a. Elementary School - The Pilot Project will be served by both P.S. 75 to the west of the area, and P.S. 84, a new elementary school to be located south of the area.

b. Junior High School - Joan of Arc (JHS 118) located on W. 92nd Street between Columbus and Amsterdam Avenues.

c. High School - Lincoln Square High School on W. 65th Street between Broadway and Amsterdam Avenue.

d. Fire Department - On Amsterdam Avenue between W. 97th Street and W. 98th Street.

e. Police Department - On W. 100th Street between Columbus and Amsterdam Avenues.

f. Public Library - On W. 100th Street between Amsterdam and Columbus Avenues.

g. Health Center - Same locations as library.

2. Open Space

No public open space is proposed in the Pilot Project area. However, the area is only a short distance from Central Park which accommodates a wide range of recreational and outdoor activities.

Also, open space in the form of a plaza has been proposed in the Preliminary Plan for the West Side Urban Renewal Area directly to the west of the Pilot Project. It is anticipated that this plaza, which will extend from W. 94th through to W. 95th Street, will provide open space for residents of the sub-neighborhood within which the Pilot Project is located.

Code No. R-213
4/62

Furthermore, the above-mentioned Preliminary Plan provides for the enlargement of the recreation areas of the Joan of Arch Junior High School (JHS 118) and P. S. 166. P.S. 84, a new elementary school to be located two blocks south of the Pilot Project, will contain a large playground, which will also serve residents of the area.

J. Proposed Demolition of Designated Structures and Elimination of Non-Conforming Uses

No structures are proposed for demolition except as may be later provided with respect to the two Single Room Occupancy structures referred to in Section L (1) of this Final Plan.

K. Proposed Construction of New Buildings

This Final Plan does not contemplate the construction of new buildings within the area of the Pilot Project.

New street construction and related site improvements are discussed under Sections F and H above.

L. Proposed Rehabilitation, Dwelling Units, Ground Coverage, and Density

1. Proposed Rehabilitation

The Preliminary Plan for the West Side Area has pointed out that the major deficiencies in the areas designated for rehabilitation are found in those brownstones which have been converted to rooming houses. With entire families often occupying single rooms, and sanitary and cooking facilities usually extremely inadequate, existing conditions in many of these structures are among the worst in the urban renewal area. The buildings themselves, however, remain structurally sound, and can be effectively rehabilitated.

The rehabilitation program is directed toward two objectives: elimination of the extreme conditions of overcrowding, particularly in the rooming houses, which is deemed an economic and social necessity, because of the hazards to health and safety, particularly where families with children occupy rooming units; and renovation of dwelling structures and improvement of the surrounding neighborhood to create good dwelling accommodations and a pleasing environment suitable for family living, particularly for families with children.

The Pilot Project will seek to accomplish the second objective by exploring and testing a variety of means: voluntary compliance by present owners to whom incentives in the form of FHA-insured mortgage financing, under Section 220, will be made available, as well as relocation assistance as authorized under the National Housing Act, technical and planning assistance, and tax-abatement, if presently proposed legislation is enacted by the Legislature and implemented by local legislation; direct rehabilitation by the Urban Renewal Board, as discussed below, to provide a physical demonstration of various plans and designs and current cost data; and acquisition

EXHIBIT D

of rooming houses and resale to others for the purpose of rehabilitation to develop and demonstrate the legal and administrative procedures involved.

There are 35 buildings in the Pilot Project area which are officially classified by the City of New York as Class "B" rooming houses. It is proposed that the City acquire not more than 20 of these buildings. Of those acquired, not more than seven will be rehabilitated by purchasers in accordance with plans and specifications developed by the City to demonstrate various types of rehabilitation.

The remaining buildings to be acquired by the City, of which there will not be more than 13, are to be sold by the City to purchasers who will be required to covenant to rehabilitate such buildings in accordance with the general standards set forth in Exhibit B annexed hereto.

The owners of the remaining Class "B" rooming houses will be encouraged to rehabilitate their properties in accordance with the above-mentioned standards. Since a major objective of the Pilot Project is to test and demonstrate the effectiveness of such voluntary compliance by existing owners, the specific actions outlined above may be modified in accordance with conditions which arise in the redevelopment of the project; and the Board may vary the numbers of buildings to be acquired, and disposed of prior to and after rehabilitation, as the situation requires.

All Class "B" rooming houses shall be subject to the vigorous enforcement of all City codes and ordinances applicable to the regulation and control of this type of structure.

The two Single Room Occupancy structures in the Pilot Project area will be studied to determine the feasibility of reconverting them to Class "A" self-contained apartment occupancy in the City's Housing Authority program. If such reconversion is not feasible, these structures will be classified for spot clearance and redevelopment in the Final Plan for the West Side Urban Renewal Area as an alternate use.

All other buildings in the area will be inspected to determine the extent of deterioration, if any, and their compliance with all applicable City codes and ordinances. The owners of buildings which have deteriorated will be encouraged to improve their buildings.

2. Number of Dwelling Units

Official records of the Department of Buildings indicate the following numbers of dwellingaccommodations in the Pilot Project area:

a.	in Class "B" rooming houses and S.R.O. structures	553
b.	in Class "A" structures	187
c.	in one-and-two family structures	20
	Total	720

Inspection indicates that an additional 14 dwelling accommodations are occupied in buildings classified as one- and two-family dwellings, making a total of 774 dwelling accommodations.

While an exact prediction of the number of standard dwelling units with private kitchens and bathrooms, which the Pilot Project Area will contain after rehabilitation, cannot be made because of the variety of types of rehabilitation which will be sought, the estimate which follows is based on analyses of feasible types of rehabilitation:

STANDARD DWELLING UNITS TO BE PROVIDED IN PILOT PROJECT AREA AFTER REHABILITATION

a.	In Class "B" rooming houses rehabilitated to Class "A" use (average 6 per structure)	210
b.	In S.R.O.'s reconverted to Class "A" occupancy	40
c.	In Class "A" structures remaining in present use	187
d.	In one- and two-family dwellings remaining in present use	14
e.	In one-family dwellings converted to Class "A" use	36
	Total	487

A reduction of approximately 36 per cent in the number of dwelling accommodations will thus be accomplished in the Pilot Project area, this reduction resulting from decongestion in and elimination of Class "B" rooming house and Single Room Occupancy uses.

3. Ground Coverage

The ground coverages of all buildings in the Pilot Project will remain substantially unchanged, since all buildings are to remain, and no new buildings are to be constructed.

The ground coverage of the average brownstone is approximately 60 per cent, but this will vary slightly depending upon the width of the lot or the depth of the building.

The ground coverages of the two Single Room Occupancy structures amounts to about 75 per cent of their lot areas.

4. Density

A guiding principle set forth in the City Planning Commission's report designating the West Side Area as a deteriorating area, and one of the principal objectives in the Preliminary Plan, is renewal of the area at an over-all population density approximating that which existed at the time of the designation of the area. Surveys conducted at that time indicated a population of about 39,000 persons living in the area, many of whom were living under conditions of severe overcrowding, especially in rooming houses and Single Room Occupancy structures.

It was determined that the major problem was not a reduction of overall densities, but the provision of an adequate housing inventory, with satisfactory standards of occupancy and use. Therefore, densities generally similar to those now existing in the area -- between 500 to 600 persons per acre -- are to be maintained. This is to be achieved by:

a. maintaining as relatively constant the densities in the areas proposed for conservation, and
b. increasing densities in areas proposed for redevelopment by replacing obsolete and outmoded buildings with new buildings providing many additional apartments with the desired amenities for family living, and
c. decreasing densities in areas proposed for rehabilitation by eliminating overcrowding in rooming houses and encouraging the reconversion of these buildings to apartment use.

Thus, the proposed density for the Pilot Project relates to the overall density objectives for the West Side area. Since the Pilot Project is designated as a rehabilitation area, the density will be reduced as a result of the rehabilitation program.

M. Program for Code Enforcement

Periodic inspections by the Department of Buildings and other agencies of the City having jurisdiction and the enforcement of Code Compliance will be utilized as tools to achieve the decongestion and upgrading of the Pilot Project area to the general standards set forth herein.

The Department of Buildings will make available for the purposes of the Pilot Project a ten-man inspection team which will make an initial cellar-to-roof inspection of all buildings in the Pilot Project area. In accordance with Department of Buildings procedure, each owner is notified in writing approximately three weeks prior to a scheduled inspection. In the Pilot Project area, such notice will be sent by the Urban Renewal Board and will set forth the goals of the Pilot Project, the standards which have been set forth herein and the aids which will be made available to achieve the objectives of the project.

Duplicate copies of Inspection Reports and Notices of Violation will be furnished by the Department of Buildings to the Urban Renewal Board. These will serve as the basis for architectural inspections by the Urban Renewal Board staff and initial interviews with owners. Except for hazardous violations, which will be so noted in the Reports, and removal of which will be sought immediately in accordance with Buildings Department procedure, removal of other violations will be undertaken in accordance with appropriate rehabilitation action contemplated under the Pilot Project plan.

Periodic re-inspections of buildings in the Pilot Project area will be conducted, as required, and in accordance with a general program of inspections in the West Side Urban Renewal area to insure compliance with all applicable codes and ordinances during the period of completion of the Final Plan and the development stages of the project.

N. Proposed Costs and Methods of Financing the Program, and Rent Levels

1. Rehabilitation Costs

The cost of rehabilitating brownstone dwellings will necessarily vary widely, depending on the size and height of the structures, the room layouts and the extent of the rehabilitation contemplated.

Generally, a structural rehabilitation may be one of three different types. The first, minimum rehabilitation, consists of installing new kitchen and bath equipment, augmenting of wiring, repair of floors and plaster rather than replacement. Structural changes such as moving of partitions or removal of stoop and cornice are avoided.

The second type, intermediate rehabilitation, consists of new kitchen and baths, new mechanical ventilation, and frequently new wiring. New floors and plaster are installed where required. Structural changes involving the re-arrangement of partitions to achieve better layouts are included. Some limited re-design of the facade is achieved without removal of the stoop or cornice. The heating system must generally be overhauled or partially replaced.

The third type, extensive rehabilitation, consists of stripping the interior to the enclosing walls and the wood floor joists. Specifications would probably require new floors, new partitions and plaster, new plumbing, heating, wiring, kitchens and baths. The stoop and cornice might be removed. Frequently, to achieve greater operating economy and save interior space, the rehabilitation would contemplate combining two buildings.

Buildings to be rehabilitated by the Urban Renewal Board as part of this demonstration will be primarily within a range of intermediate rehabilitation. This type will permit rearrangment of interior partitions to attain desirable family-size units, for example, a floor-through apartment of 4 rooms, or a seven-room duplex, and the installation of entirely new kitchens, baths, mechanical ventilation, as required, and wiring. Costs will be held to reasonable levels by leaving facades generally unchanged, and by repair rather than replacement where it is feasible. It is difficult to generalize, even on the basis of a specific illustration since, in many instances, the existing heating plant may suffice and, in others, it may require partial or complete replacement. Varying concepts of cost result also from different assumptions on appropriate allowances for overhead and profit. For illustration, permissible overhead allowances under FHA may vary from estimates made by an institutional lender considering a mortgage on a conventionally financed basis. Nevertheless, it is anticipated that on a per room basis rehabilitation costs, plus a reasonable value for the building shell, will together be less than the costs of the building similar, new structures.

Cost studies indicate that intermediate rehabilitation can be accomplished within a general range of $2,000 to $3,000 per standard rental room, with the specific cost dependent on the qualifying factors enumerated. As rehabilitation work on numerous brownstones is completed and a new, favorable neighborhood environment created, more extensive rehabilitations may take place by private owners.

The intermediate type of rehabilitation will also result in a total cost which permits rents within the market's capacity to pay, and reflecting a reasonable return on the investment. Individual owners may, depending on the character and condition of their particular structure, elect to undertake minimum or extensive rehabilitation. In all instances, however, compliance with project standards will be the basis for FHA 220 mortgage insurance and the granting of other assistance.

2. Rentals in Rehabilitated Brownstones

The major considerations in a projection of rentals in rehabilitated brownstones are present rentals, methods of achieving a range of rentals, and the conomic feasibility or market acceptance of anticipated rentals.

Present Rentals

A sampling of 59.1 percent of the Class "B" rooming houses and single room occupancy structures in the Pilot Project area indicates a median rental, for a single room accommodation, generally without private bath or kitchen facilities, of $73.82 per month. The median rental for 1-1/2 room accommodations is $82.67. These rates are comparable to current rentals per room in new luxury housing.

Method of Achieving a Range of Rentals

Rentals in rehabilitated structures will be generally comparable to rentals in new construction financed under FHA, Section 220 and 213 programs. Rentals or carrying charges for new construction will probably range from $45 to $50 per room with 220 financing, and from $38 to $40 per room with 213 financing. Reductions below these figures in rentals in rehabilitated brownstones will be proportionate to the savings in cost of rehabilitation over new construction. The widely varying conditions from structure to structure will also cause variations in rents.

Legislation now under consideration by the State Legislature will permit partial tax exemption and abatement, and should enable rents to be reduced as much as 25% below the levels prevailing in full tax-paying brownstones.

The pending law is designed to eliminate existing unhealthy or dangerous conditions in multiple dwellings and to induce conversion of rooming houses to Class "A" apartment houses in urban renewal areas. It provides that any increased in assessed valuation resulting from an alteration to a multiple dwelling shall be exempt from taxation for local purposes for a period not to exceed twelve years. The pending law also permits a tax abatement on land and improvements equal to 8-1/3% of the alteration cost for a period not to exceed ten years. The exemption and abatement will be limited to dwellings which the local building department certifies to be structurally sound and in areas which the local planning commission certifies will not interfere with other projected public improvements. Rents in these rehabilitated structures will be established and administered by the local governing agency, based on rehabilitation costs, estimated operating expenses and a reasonable return for the investor-owner. If this proposed law is passed by the Legislature, implementing legislation will have to be enacted by the City.

As a means of achieving still lower rentals in a portion of the Pilot Project area, the New York City Housing Authority has, at the request of the Urban Renewal Board, agreed to participate in the demonstration and will, if feasible, reconvert the single room occupancy structures in the Pilot Project area to Class "A" self-contained apartment use.

Economic Feasibility

A key question concerning the economic feasibility of brownstone conversion is the degree of market acceptance of the urban renewal area. An analysis has been made of a representative sampling of brownstones in the urban renewal area that had previously been converted to Class "A" multiple dwellings. These rents ranged from a median of $89.17 for 1-1/2 rooms to $150.00 or more for four rooms or more, in spite of the present deteriorating quality of the neighborhood.

The upgrading which will result from concurrent redevelopment of cleared Columbus Avenue sites, and rehabilitation of the side street brownstones will, it is anticipated, substantially improve and stabilize the market acceptance of the area. It will insure the creation of a substantial, new neighborhood environment, attractive to families in many different income levels. As more rehabilitation is successfully completed, a relatively wide range of rents will become available.

Many families prefer the relatively greater privacy and convenience for children of brownstone living as contrasted to the large apartment building. Successfully rehabilitated structures commanding relatively high rents in scattered locations throughout Manhattan, many of which have been in far less desirable sections than the West Side Area, are strong evidence of the demand for this character of accommodation.

3. Proposed Methods of Financing

Three basic types of financing may be utilized in brownstone rehabilitation.

The first is conventional financing, that is, obtaining a mortgage loan from an institutional lender, such as a bank or insurance company. The amount of conventionally financed mortgages is generally limited to 2/3rds of the appraised value of the property. The money is disbursed on satisfactory completion of the alteration. Short term construction loans are available from institutions and private lenders for interim financing.

Federal financial assistance specifically designed for urban renewal areas exists in Section 220, Title II of the National Housing Act. This permits mortgages insured by the FHA and made by institutional lenders at 90% of the replacement cost of land and improvements. Maximum mortgage amounts in the New York area are $3,750 per FHA room. Interest is 5-1/4% and the self-liquidation period for the mortgage is 40 years or three-quarters of the estimated economic life, whichever is the lesser. FHA insured mortgage terms on one- and two-family owner-occupied dwellings have been greatly liberalized. Down payments range from as little as 3% on a sliding scale, with a maximum loan of $22,500 on a one-family and $25,000 on a two-family dwelling. Loan limits are $30,000 and $35,000, respectively for three and four-family dwellings.

For those interested in sponsoring cooperative housing of five or more dwelling units in rehabilitated brownstones, Title II, Section 213 of the FHA legislation authorizes the insurance of mortgages up to 97% of the replacement cost at 5-1/4% interest over a 40-year self-liquidating period. Mortgage limits are also $3,750 a room.

A third type of financing is available through the Mortgage Facilities Corporation, the "pooled risk mortgage lending organization created by state statute in 1956 to facilitate the flow of mortgage credit in blighted and deteriorated areas. Loans are advanced up to 80% of the appraised value on a maximum 20-year self-liquidating basis. The corporation has already pledged its assistance in making mortgage loans on rehabilitated structures in the West Side Urban Renewal Area.

O. Program for the Relocation of Families

1. Administrative Program

All relocation activities within the Pilot Project will be the direct responsibility of the recently established Bureau of Relocation in the City's Department of Real Estate. The Bureau of Relocation will manage all properties accuired by the City on behalf of the Urban Renewal Board and will administer and supervise all relocation resulting from rehabilitation and decongestion action in the Pilot Project area.

Relocation payments authorized by Federal statute, and chargeable wholly to the Federal Government's share of project costs, and the administrative costs of relocation which are normally chargeable to Gross Project Costs in an urban renewal project will be provided by action of the Housing and Home Finance Administrator. Any additional aids to tenants will be in accordance with the policy of the City of New York, as established by the Board of Estimate, and applicable State law, and the funds necessary to implement such policy will be appropriated, as required.

Relocation from Class "B" rooming houses to accomplish decongestion and to permit rehabilitation to project standards by owners will be administered by the Bureau of Relocation; all policies and procedures which will be followed in relocation from buildings which the City itself acquires will apply to such structures, but the costs of relocation will be charged to the owners and will be made part of the contractual agreement between the owner and the Urban Renewal Board.

The Bureau of Relocation will establish a site office within or close to the Pilot Project area and the day by day relocation activities will be administered from this office.

A Site Manager from the Bureau of Relocation will be assigned to this office who will be directly responsible for administration of the relocation program. Relocation Managers, working directly under the Site Manager, will interview families, locate and inspect potential housing resources, certify standard apartments and carry out all relocation responsibilities and duties.

In order to facilitate relocation and to maintain the most effective transition of families to other housing accommodations, a representative of the City Housing Authority and a housing specialist from the Department of Welfare will be assigned to the Site Office. The Housing Authority representative will assist in processing applications for admission of eligible families to public housing. Families receiving aid from the Department of Welfare will be assisted by the Housing specialist to facilitate and expedite their relocation to standard housing.

Families with special relocation problems will be helped by trained social workers assigned to the site office.

2. Relocation Workload

The only families and individuals proposed to be displaced from the Pilot Project are those living in the 35 Class "B" rooming houses and the two single room occupancy structures on W. 94th Street. It is anticipated that the decongestion and satisfactory rehabilitation of these buildings will require the relocation of all occupants. Little, if any, displacement is expected from other buildings in the area, except where illegal occupancies or conversions may be found, and occupants of these other buildings are not included in the estimated relocation workload.

E-363

According to detailed surveys conducted under the auspices of the Urban Renewal Board there are 386 families of two or more persons and 167 individuals living in these 37 buildings. The composition of these families by family size and income is given in Table I below:

Table I

FAMILIES AND INDIVIDUALS BY MONTHLY INCOME AND FAMILY SIZE

Monthly Family Income	Total Families	No. of Families by Family Size							
		1	2	3	4	5	6	7	8+
Under $200	261	80	37	86	32	19	4	3	-
$200-$249	139	37	18	25	24	20	10	5	-
$250-$299	69	21	10	12	10	7	7	2	-
$300-$349	40	11	5	7	5	2	3	5	2
$350-$399	10	7	2	-	-	1	-	-	-
$400-$449	14	7	2	1	2	-	-	2	-
$450-$499	3	-	3	-	-	-	-	-	-
$500 or more	17	4	3	5	3	2	-	-	-
Total	553	67	80	136	76	51	24	17	2

Of the 553 families and single persons occupying these buildings, 438 or 79.2 per cent are eligible, on the basis of income, for admission to low-rent public housing. (No single person less than 50 years of age is included.) Another 25 families (4.6 per cent of the total) are eligible on the basis of income for no-cash subsidy housing. However, at the time of relocation other eligibility qualifications such as length of residence, citizenship and family structure will be taken into account.

Based upon experience gained in the relocation of families from other Title I sites in New York, only some of the eligible families may be willing to be relocated into public housing. These have averaged from 12 to 33 per cent according to a recent Housing Authority study of all Title I relocation operations in the City.

On the basis of this experience, and indicated preference, it is expected that about 110 families or 20 per cent of the total will be relocated to low-rent housing accommodations. The remaining 276 families of 2 or more will be relocated into decent, safe, and sanitary housing at rentals which they can afford. According to data complied by the City Planning Commission, there are approximately 1,900,000 private rental dwelling units in the City. It is estimated that over the three-year period from January 1, 1960 to December 31, 1962 approximately 39,000 households are to be displced as a result of all major public and private clearance operations.

The number of dwelling units to be demolished each year will average 13,000. After deducting these from the total housing inventory and applying an 8 per cent turnover factor to the remaining 1,887,000, an estimated 151,000 dwelling units become available each year through turnover.

In addition, the Planning Commission has estimated that about 99,000 new dwelling units of all types will be constructed during this same three-year period. This averages 33,000 per year.

Combining 151,000 dwelling units available through turnover with 33,000 newly constructed, approximately 184,000 will become available in the City each year.

It is estimated that at least 25 per cent or 46,000 of these are standard dwelling units of moderate rentals which will be available as relocation housing. Thus no difficulty is anticipated in relocating the 276 families mentioned above.

Relocation is estimated to require a period of 6 months, starting approximately July 15, 1960 and extending to January 15, 1961.

P. Proposed Time Schedule for the Effectuation of the Plan

It is anticipated that the activities proposed to be undertaken in the Demonstration Program, under Section 314 of the National Housing Act, will commence in March 1960 and be completed within 18 months thereafter. However, no properties will be acquired by the City of New York in the Pilot Project area until approval of this Final Plan by the Board of Estimate.

Since this Pilot Project area is part of the West Side Urban Renewal Area, any additional urban renewal activities not undertaken as a part of the demonstration program will be carried out as a part of the West Side Urban Renewal Area execution stage.

E-365

Q. Other Provisions to Meet State and Local Requirements

This Final Plan complies with all of the requirements of 72-m of the General Municipal Law of the State of New York. There are no other State or Local requirements to be complied with.

R. Changes in Approved Plan

This Final Plan may be modified at any time by the City of New York, provided that if any such modification affects any real property previously disposed of by the City in the Pilot Project area, written consent to such modification must be obtained from the purchaser or lessee of such real property.

E-366

EXHIBIT "A"

BOUNDARY DESCRIPTION

of

PILOT PROJECT

CITY OF NEW YORK, NEW YORK

BEGINNING at the northeast corner of Lot 28, Block 1209; thence southerly along the east line of said Lot 28 to the north line of W. 95th Street; thence easterly along the north line of W. 95th Street to the west line of Central Park West; thence southerly along the west line of Central Park West to the south line of W. 95th Street; thence westerly along the south line of W. 95th Street to the east line of Lot 137, Block 1208; thence southerly along the east line of said Lot 137 to the south line of said Lot 137; thence westerly along the south line of said Lot 137 to the east line of Lot 127, Block 1208; thence southerly along the east line of said Lot 127 to the north line of W. 95th Street; thence easterly along the north line of W. 94th Street to the west line of Central Park West; thence southerly along the west line of Central Park West to the south line of W. 94th Street; thence westerly along the south line of W. 94th Street to the east line of Lot 40, Block 1207; thence southerly along the east line of said Lot 40 to the south line of said Lot 40; thence westerly along the south lines of said Lot 40 and Lots 41, 141, 42, 142, 43, 44, 45, 46, 146, 47, 48, 149, 49, 50-51, and 52, all in Block 1207 to the west line of said Lot 52; thence northerly along the west line of said Lot 52 and the west line of said Lot 52 as extended to the north line of W. 94th Street; thence westerly along the north line of W. 94th Street to the west line of Lot 11, Block 1208; thence northerly along the west line of said Lot 11 to the north line of said Lot 11; thence easterly along the north lines of said Lot 11 and Lots 12, 13, and 14, all in Block 1208, to the west line of Lot 51, Block 1208; thence northerly along the west line of said Lot 51 to the south line of W. 95th Street; thence westerly along the south line of W. 95th Street to the west line of Lot 52, Block 1208; thence northerly on a line perpendicular to the south line of W. 95th Street to the north line of W. 95th Street; thence easterly along the north line of W. 95th Street to the west line of Lot 13, Block 1209; thence northerly along the west line of said Lot 13 to the north line of said Lot 13; thence easterly along the north lines of Lot 13 and Lots 113, 14, 15, 16, 116, 17, 18, 118, 19, 20, 120, 21, 22, 23, 123, 24, 25, 26, 126, 27, and 28 all in Block 1209, to the point of BEGINNING.

E-367

WEST SIDE URBAN RENEWAL AREA

REPORT ON PLANNING PROPOSALS

Code No. R-213

A. Urban Renewal Plan

The Urban Renewal Plan for the West Side Urban Renewal Area, as proposed for submission to the governing body of The City of New York, is submitted herewith.

B. Zoning Proposals

1. Existing Zoning

The existing zoning for the West Side Urban Renewal Area and surrounding areas is shown on Map 14, Existing Zoning.

2. Proposed Zoning

The proposed zoning of the urban renewal area and the planning district of which it is a part is shown on Map 15, Proposed Zoning.

3. Proposed Zoning District Changes

The entire urban renewal area, as well as the West Side Community Planning District within which it is located, is proposed for rezoning under the provisions of the Proposed Comprehensive Amendment of the Zoning Resolution of the City of New York.

In the event that the Proposed Comprehensive Zoning Amendment is not adopted by the governing body of the City of New York, at the time project execution activities are initiated, the areas within the West Side Urban Renewal Area shown on Map 15 as R7-2 districts will be rezoned under the provisions of the existing zoning ordinance from Height District 1-1/2 to Height District 3/4.

4. Timing of Zoning Changes

It is anticipated that the proposed Comprehensive Zoning Amendment will be adopted by the governing body in early 1961.

5. City Planning Commission

The proposed Comprehensive Zoning Amendment has been prepared by the City Planning Commission.

C. Basis for Determination of:

1. Proposed Land Uses

The West Side Urban Renewal Area, situated in Manhattan's upper west side, is well located with respect to community facilities and transportation. It is bounded by Central Park on the east, lies less than a half mile from Riverside Park to the west, and is only a few minutes by subway or bus from the heart of Manhattan's principal shopping and entertainment centers.

Although the location of the urban renewal area is excellent, it has been deteriorating rapidly during recent years. A combination of many blighting factors has discouraged investment in this area. As a result, only one new apartment building has been constructed in this twenty block area since 1933. It is the purpose of urban renewal to eliminate these blighting and deteriorating conditions, salvage buildings which can be renovated, protect those structures and uses which are basically sound, and to re-establish an attractive and desirable residential neighborhood.

To this end, and to create a balanced neighborhood, new residential development of various types and rental ranges to serve a broad cross section of the community is proposed.

E-369

About 7,800 dwelling units are contemplated in redevelopment areas; of these, 800 are to be public housing units and approximately 4,200 will be middle-income housing.

The various types of proposed residential accommodations will not only insure a balanced neighborhood, but also result in a substantial improvement of the tax base of the area.

Commercial uses, proposed on the block fronts along Columbus and Amsterdam Avenues, are subordinate to residential uses on these parcels, and are restricted in the plan as to the amount of floor area which can be devoted to such uses. There are three types of commercial use categories proposed.

a. C-1 Retail Commercial consists of restricted retail and service uses. Two clusters or groupings of sites of C-1 uses are proposed along Columbus Avenue. These clusters are designed to create distinct and cohesive shopping areas. Two such sites (Parcels 32 and 43) are also proposed on Amsterdam Avenue.

b. C-2 Retail Commercial, in addition to all uses permitted in C-1, includes certain other uses, principally service in nature, and therefore, is somewhat less restrictive than C-1. These uses are to be located in Parcels 1, 7 and 28 along Amsterdam Avenue.

c. General Office and Banking includes office uses such as law, architecture, real estate, etc., as well as banking. These uses may be located on those avenue frontage parcels where C-1 or C-2 Retail Commercial uses are not specified; except for Parcels 1, 11 and 45 where they are permitted in addition to specified retail uses. Unlike the C-1 and C-2 uses, General Office and Banking uses are permissive, except that they may be located only in certain parcels as specified in the plan.

Economic studies have indicated a potential need for 250,000 to 300,000 square feet of new retail commercial floor area to serve and support the future population within the area. The plan meets this requirement by specifying a minimum and maximum retail floor area requirement for designated redevelopment parcels. In addition, there are approximately 20,000 square feet

E-370

of retail floor area in conservation areas - in buildings along Amsterdam Avenue. Also, a branch of the East River Savings Bank, located at the northeast corner of the intersection of Amsterdam Avenue and W. 96th Street, will remain.

The plan provides for several community facilities, including existing uses to be retained as well as new ones to be provided. Two public schools, Joan of Arc Junior High School (JHS 119) and an elementary school (PS 166) are to be provided with needed additional playground space. A new school, (PS 84) and playground are to be constructed on Parcel 26.

There are several private schools to be retained in the area. Three redevelopment parcels - 33, 34 and 42 - are proposed for institutional uses.

Six plazas are to be developed in combination with residential and commercial uses. They are proposed as areas for sitting, walking, tot lots, etc., and are to be open and accessible to the public. Four of these plazas (Parcels 11, 13, 41 and 43) are to be located behind new buildings to be constructed on Amsterdam or Columbus Avenues. The remaining two, in Parcels 4 and 35, will be more closely identified with adjacent retail uses In the case of Parcel 4, the plaza will be adjacent to W. 96th Street. The location of the plaza in Parcel 35 is not fixed in the plan.

2. Proposed Regulations, Controls or Restrictions to be Imposed on Properties Acquired for Redevelopment or Rehabilitation

The land use provisions and building requirements for redevelopment areas control the use of each parcel, maximum residential densities in rooms and dwelling units, maximum building bulk, required open space and required parking.

A chief objective of this plan is to maintain a total population in the urban renewal area which will approximate the present population. Accordingly, it was necessary in the plan and the proposed zoning to vary densities for different sections of the urban renewal area. Densities along Columbus and Amsterdam

of the Trinity School portion of the combined school housing structure.

E-371

Avenues were increased to compensate for: 1) the removal of tenements along these avenues as well as structures along certain other streets, 2) the elimination of over-occupancy of rooming houses in rehabilitation areas, and 3) the provision of new open spaces such as school playgrounds, plazas, and building setbacks.

In contrast to the relatively high densities planned for avenue frontages, considerably lower densities are proposed in the block interiors for both redevelopment and rehabilitation areas. Intermediate densities are proposed along W. 96th and W. 97th Streets. These concepts are reflected, not only in the plan, but the proposed zoning as well.

The densities for redevelopment areas are controlled in the plan by specifying the maximum number of rooms and dwelling units for each parcel. The ratio of rooms to dwelling units is highest in full taxpaying parcels, averaging about 3.75; and lowest in public housing, averaging about 4.75. Middle income housing averages approximately 4.25, although variations occur depending upon the location, size, etc. of the parcel.

Building bulk is controlled through a maximum floor area for each parcel. In each case, where appropriate, the total building floor area allows for specified or permitted commercial uses.

Building setbacks, as shown on Map 4, Building Setback Map, are designed to create additional open space at ground level, particularly along streets. Also, this map indicates setbacks for residential portions of buildings in redevelopment areas to insure satisfactory spacings between buildings.

Parking requirements are given in accordance with the provisions of the proposed zoning. Both R-10 and R-9 Residence Districts require off-street parking in an amount equal to 40 per cent of the dwelling units, while R-7 requires 50 per cent. Redevelopment parcels situated partly in R-10 or R-9 and partly in R-7 contain an adjusted ratio to compensate for these differing requirements.

Properties in rehabilitation areas acquired by the City pursuant to the provisions of the plan will be sold subject to compliance with the rehabilitation standards contained in the plan.

Trinity School will be assessed separately, each on their portion

E-372

3. Adequacy of Proposed Zoning and Other Codes and Regulations

The zoning proposed for this area is adequate to protect the urban renewal area. A principal measure of protection is gained through the R-7 Residence District zoning of the block interiors. The restrictive nature of the R-7 provisions preclude excessive densities and building bulks along these interior streets.

4. Modification of Existing Major Streets

The modification of Columbus Avenue and parts of Amsterdam Avenue are fully discussed in the Project Improvements Report (R-224). No other major streets are to be modified.

5. Excluded Parcels

No properties within the perimeter boundary of the urban renewal area are excluded from the urban renewal area.

6. Incidental Properties Not to be Acquired Within the Clearance Section

The properties located in Parcel 26 have been acquired by the city for PS 84 and playground, and are not to be acquired by the project.

7. Adequacy of Proposed and Existing to Remain Commercial, and Community Facilities.

a. Commercial Facilities

Commercial facilities which will serve the urban renewal area are discussed in an earlier section of this report.

b. Community Facilities

Existing and proposed community facilities within and surrounding the urban renewal area will be adequate to serve the area. These facilities, including both public and private, on shown on Map 12, Community Facilities. Those of a public nature which will provide direct benefit to the area include:

B. Zoning: The project will be constructed under R7-2,

E-373

1) Public Elementary Schools. P.S. 166 and 163 (both existing) and P.S. 84 (proposed).

2) Public Junior High School. P.S. 118 (Joan of Arc).

3) Public High School. The existing high school serving this area is the Lincoln School on 65th Street between Broadway and Amsterdam Avenue.

A new high school has been proposed in the 1961 Capital Budget, to be located in the vicinity of 84th Street and Amsterdam Avenue. The site has not been determined and therefore it is not shown on Map 12, Community Facilities.

4) Fire Stations. One located on W. 83rd Street, the other, recently constructed, on W. 100th Street.

5) Police Station. Police station also recently constructed, located adjacent to the Fire Station on W. 100th Street.

6) Public Library. A new building, recently constructed, on W. 100th Street in the West Park Title I Project.

7) Health Center. Health Center also recently constructed as a part of the West Park Project, and adjacent to the new public library.

In addition to these public facilities of direct benefit to the urban renewal area, there are other public and many private facilities, as shown on Map 12, which will serve the area including community centers, post office, day care centers, private schools, and churches and synagogues.

Recreational facilities are to include three public school playgrounds within the area for active sports. Several plazas are to be provided for passive recreation. Central Park, lying directly east of the area, contains a wide range of recreational facilities designed to serve all age groups.

E-374

D. Relationship of Planning Proposals to Plans for the Neighborhood of Which the Urban Renewal Area Is a Part

Planning proposals for the urban renewal area are closely related to plans for the West Side Community Planning District, North Section, as shown on Map 11, Proposed Land Use: Map 12, Community Facilities; and Map 13, Housing and Renewal Programs. Plans for the West Side Community Planning District are those of the City Planning Commission.

E. Statement Which:

1. Establishes How the Urban Renewal Plan Is In Conformity With the General Plan and Workable Program

The Master Plan of the City designates the West Side Urban Renewal Area as a deteriorating area suitable for spot clearance, rehabilitation and code enforcement. The Urban Renewal Plan by providing for these activities in order to eliminate all deteriorating conditions, is in accordance with the Master Plan.

The urban renewal plan is also in conformity with the City's Workable Program:

a. By providing for the fullest utilization of all applicable codes and ordinances to aid in upgrading rehabilitation areas and to protect basically sound conservation areas.

b. By the creation of a cohesive and balanced neighborhood with relation to residential uses, commercial facilities and community facilities.

c. By providing a range of various housing types to aid in housing displaced families where practical and feasible.

d. By reflecting the contributions of citizen participation, both from individuals and citizen groups, during the planning stage.

3. Local Transportation:

E-375

2. Describe the Plan's Relationship to Definite Local Objectives

The plan has been carefully prepared to conform with the provisions of the Proposed Comprehensive Amendment of the Zoning Resolution of the City of New York, particularly with respect to appropriate land uses.

A definite local objective, to facilitate the movement of traffic, will be accomplished by the recessing of parking lanes on Columbus Avenue and parts of Amsterdam Avenue, thereby creating an additional lane for moving traffic adjacent to each recessed parking bay. Also, the creation of two connector streets, W. 90th and W. 93rd, will improve east-west traffic flow.

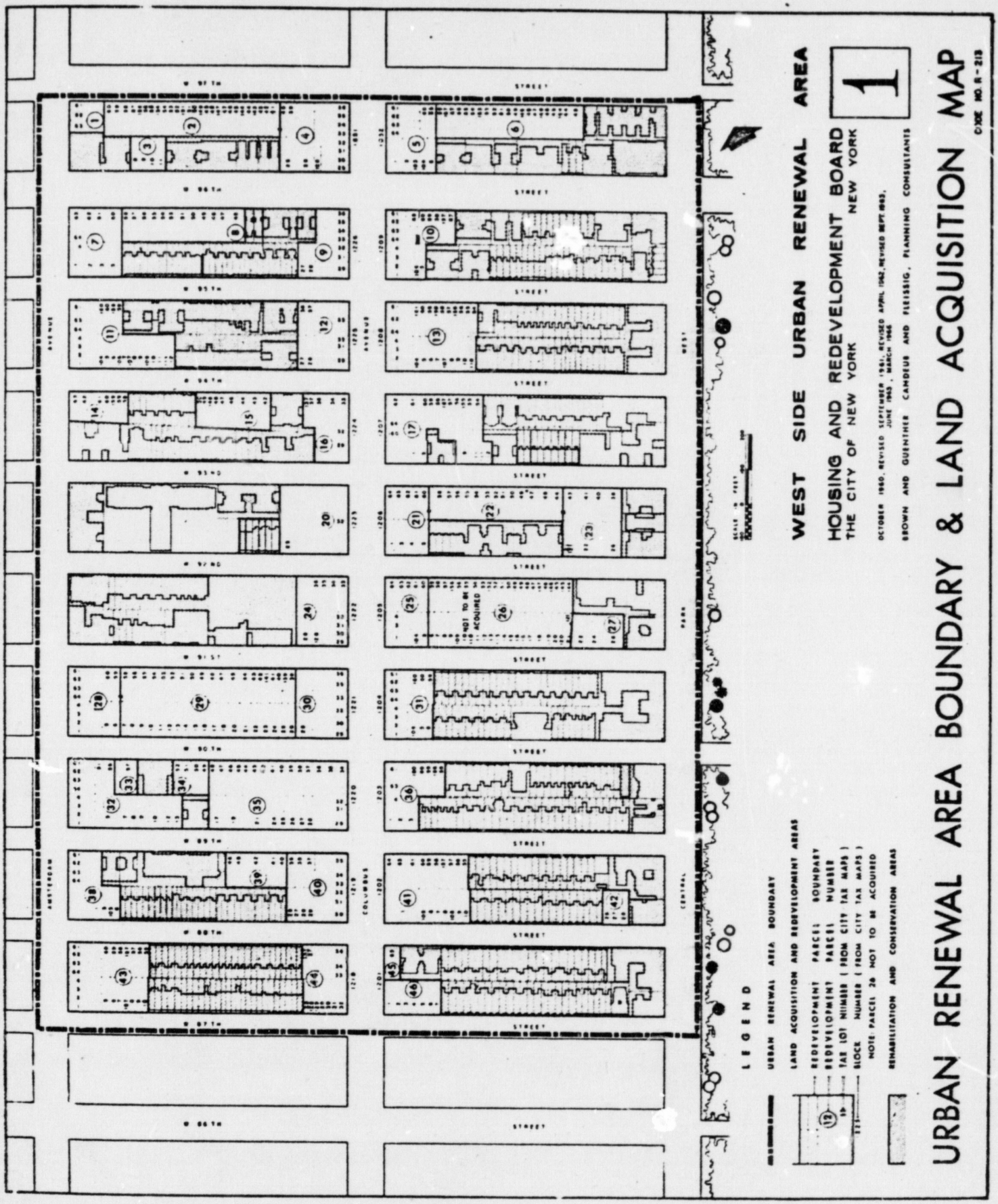
Bus transportation will be improved for the same basic reasons, since additional traffic lanes will diminish traffic congestion.

The replacement of obsolete utility lines in the urban renewal area is consistent with the City's policy to improve utilities wherever practical and feasible.

The provision of recreational and community facilities and other public improvements is discussed in earlier sections of this report.

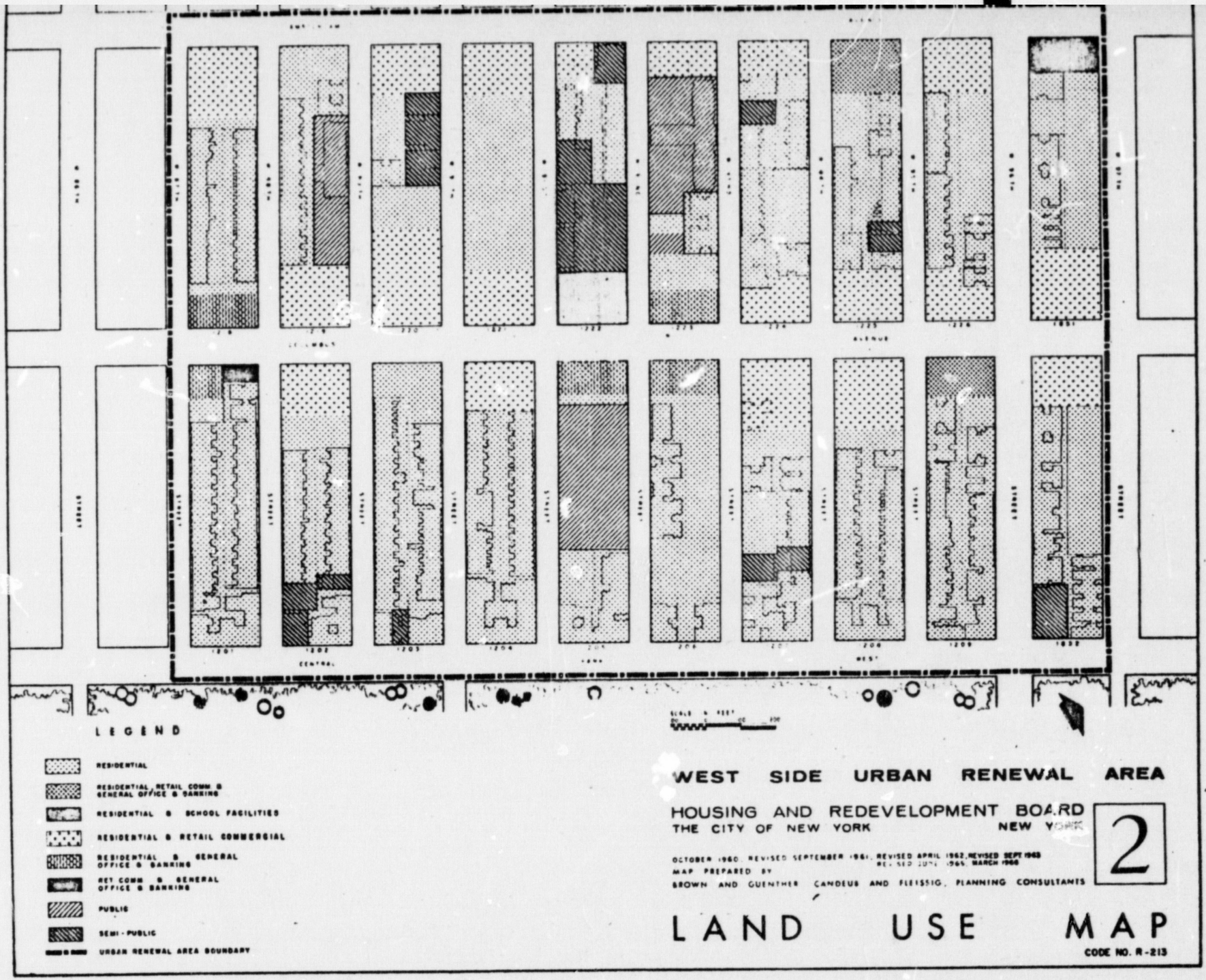
See statistics attached hereto as Exhibit "A". Garage facilities

E-376



of the annual shelter rent or carrying charges of the Project,

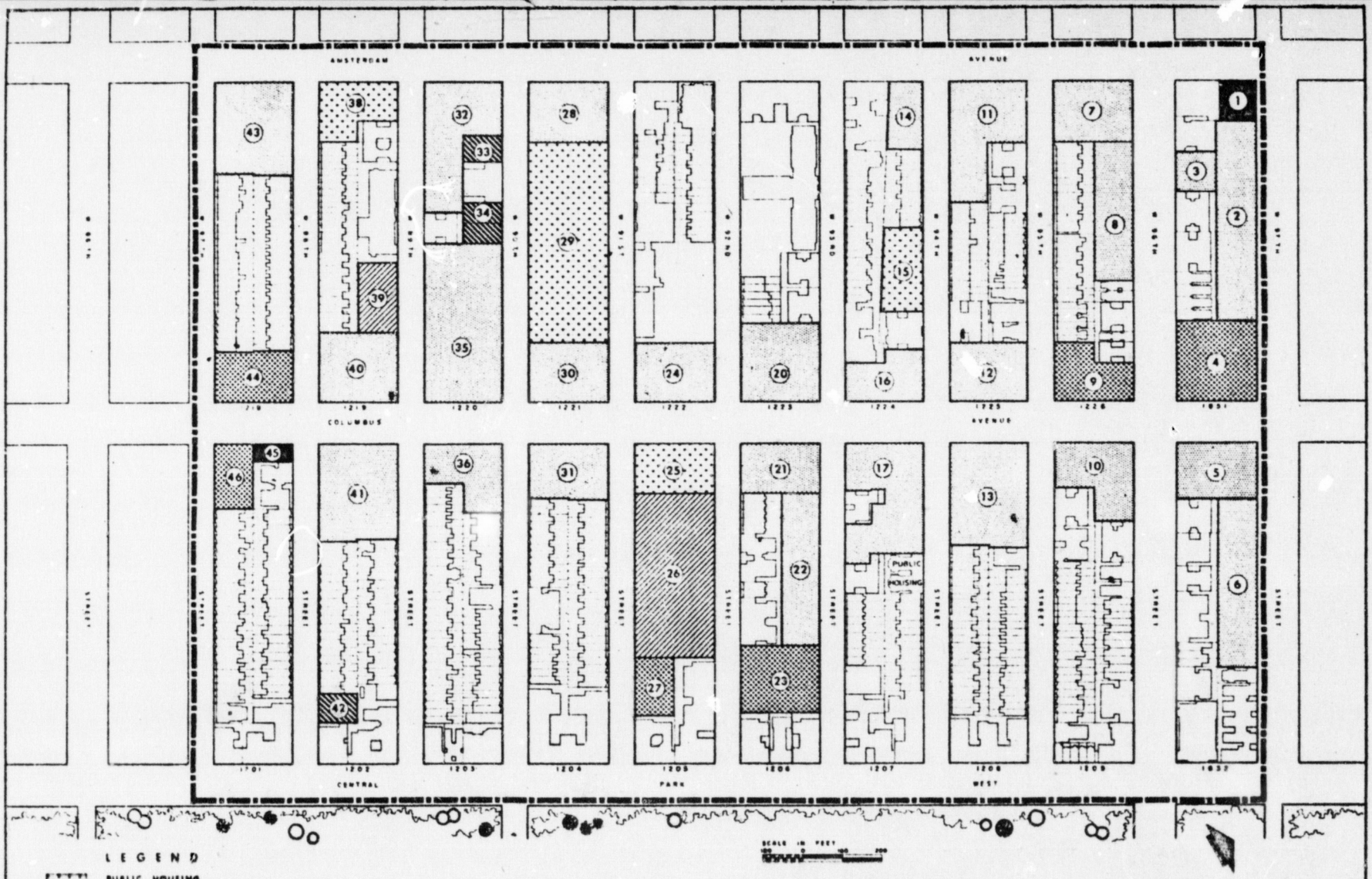
and Trinity Schoo



F-377

SCHEDULE "1"

A LIMITED



LEGEND

- PUBLIC HOUSING
- TAX-ABATED HOUSING AT MODERATE RENTALS OR CARRYING CHARGES
- FULL TAX-PAYING HOUSING
- COMMERCIAL
- PUBLIC (PARCEL 39 SCHOOL PLAYGROUND PARCEL 26 ELEMENTARY SCHOOL)
- SEMI-PUBLIC
- (6) REDEVELOPMENT PARCEL NUMBER
- URBAN RENEWAL AREA BOUNDARY

SCALE IN FEET

WEST SIDE URBAN RENEWAL AREA

HOUSING AND REDEVELOPMENT BOARD
THE CITY OF NEW YORK NEW YORK

3

OCTOBER 1960, REVISED SEPTEMBER 1961, REVISED APRIL 1962, REVISED SEPT 1963
JUNE 1965, MARCH 1966

BROWN AND GUENTHER - CANDEUB AND FLEISSIG, PLANNING CONSULTANTS

REDEVELOPMENT AREAS LAND USE MAP

CODE NO. R-213

E-378

Address of Project Columbus Ave, between W. 91st & W. 92nd - W/S Site #24

HCLP # _____

( ) Cooperative (X) Rental

832.5+5

LEGEND

- REHABILITATION AREAS
- REHABILITATION AREA BOUNDARY
- TAX LOT NUMBER (FROM CITY TAX MAPS)
- REDEVELOPMENT AREAS
- CONSERVATION AREAS
- BLOCK NUMBER (FROM CITY TAX MAPS)
- BOUNDARY OF REHABILITATION DEMONSTRATION PILOT PROJECT
- URBAN RENEWAL AREA BOUNDARY
- REHABILITATION (PUBLIC HOUSING)

SCALE IN FEET

WEST SIDE URBAN RENEWAL AREA

HOUSING AND REDEVELOPMENT BOARD
THE CITY OF NEW YORK NEW YORK

5

OCTOBER 1960, REVISED SEPTEMBER 1961, REVISED APRIL 1962, REVISED APRIL 1963, REVISED SEPT 1963, JUNE 1965, MARCH 1966

BROWN AND GUENTHER CANDEUB AND FLEISSIG, PLANNING CONSULTANTS

REHABILITATION AREAS MAP

CODE NO. R-7.13

E 379

E-380

SCHEDULE C-2

TRINITY HOUSING CO., INC.

"TRINITY HOUSE"

LIMITED PROFIT HOUSING PROJECT
SUPERVISED BY THE HOUSING AND
DEVELOPMENT ADMINISTRATION OF
THE CITY OF NEW YORK

Brown, Guenther, Battaglia, Galvin, Architects
221 West 57th Street, New York, New York

LOCATION:	Between 91st and 92nd Street on the West Side of Columbus Avenue, in the Borough of Manhattan
CONSTRUCTION FINANCED BY:	The First National City Bank of New York
PERMANENT FINANCING BY:	The City of New York John V. Lindsay, Mayor
SUPERVISED BY:	The Housing and Development Administration of the City of New York Jason Nathan, Administrator
SPONSORED BY:	New York Protestant Episcopal Public School (Trinity School)
PROPOSED GENERAL CONTRACTOR:	Blitman Construction Corp. 101 Park Avenue New York City, New York
ATTORNEYS:	Demov, Morris, Levin and Shein 1180 Avenue of the Americas New York, New York 10036

New York, New York 10007)

E-381

PROJECT PLAN SUMMARY

TRINITY HOUSING COMPANY, INC., MANHATTAN, N.Y.

SPONSOR - NEW YORK PROTESTANT
EPISCOPAL PUBLIC SCHOOL
(Trinity School)

INTRODUCTION

The "Trinity House" Project, a proposed combined school housing structure is located in the Borough of Manhattan, City and State of New York. It fronts on the West side of Columbus Avenue, bounded on the South by West 91st Street and on the North by West 92nd Street. It is also known as Block 1222, Lots 128, 12,26 and 28 through 36 and part of Lot 17. Lot 128 and Lots 28 through 36 were condemned by the City of New York pursuant to Title I of the Housing Act of 1949, as amended, and Article XV of the General Municipal Law, as part of the overall West Side Urban Renewal Area and such lots have been designated as Site No. 24 in said Urban Renewal Area. Lots 12, 17 and 26 are presently owned by the New York Protestant Episcopal Public School, (hereinafter referred to as "Trinity School" or as the "Sponsor").

Trinity School will acquire from the City of New York fee title to Urban Renewal Site No. 24. Trinity School will cause a limited profit housing corporation to be created pursuant to the provisions of Article II of the New York State Private Housing Finance Law. The housing company will acquire title to a carved out air rights portion of Site No. 24 above the first four floors

of the Trinity School portion of the combined school housing structure. The housing company will also acquire from Trinity School certain core areas running through the school portion, together with basement space and portions of the footings and columns at or below grade. Trinity School will also lease to the housing company a parcel of land (part of Block 1222 Lot 17) contiguous to, but not included in Urban Renewal Site No. 24, on which the housing company will construct a garage. The lease from Trinity to the housing company shall be for a 99-year term at a rental of One ($1.00) Dollar per annum. The portion of Lot 17 under the garage facility will be, and will remain for the term of the ground lease, free and clear of any liens or encumbrances. Any mortgage presently existing or hereafter placed on said land shall be subordinate to both the ground lease and the mortgage of the Housing Finance Agency.

Thus, by Trinity School maintaining a single ownership of the land at ground level (Urban Renewal Site No. 24 and Lots 12, 17 and 26 in Block 1222), a single zoning lot will have been created sufficient to permit the construction of the proposed combined school housing structure. The Department of Buildings has concurred in the foregoing.

In addition, the acquisition by Trinity School and the housing company of separate fee interests will result in the creation of two separate tax lots in order that the housing company and

Trinity School will be assessed separately, each on their portion of the land and building constructed on their site.

PROJECT SITE

A. Present Ownership: The project site, as described in the "Introduction" section of this summary, is presently owned by the City of New York as a result of the exercise of the power of eminent domain. Lots 12, 17 and 26 are presently owned by Trinity School. Trinity School shall retain fee ownership of Site No. 24 at ground level for the purpose of constructing a school facility. The School portion of the structure will be financed wholly by Trinity School, and no mortgage funds advanced to the housing company by the City of New York shall be utilized for School construction. Trinity School will lease the balance of the project site to the housing company as mentioned in "Introduction".

There are no residential tenants remaining on the site. The necessary relocation was carried out by the New York City Department of Relocation, in accordance with the "Comprehensive Manual on Relocation Policies and Procedures for Title I Project Activities in the City of New York", dated December 1966, as amended.

Such relocation policies and procedures are pre-determined by the City of New York so as to insure that all families on the site will receive the assistance necessary to relocate to decent, safe and sanitary accommodations at rentals within their financial means. The total relocation expenses are $30,063, per Department of Real Estate letter dated 5/11/67. Demolition to be completed

by the City of New York.

B. Zoning: The project will be constructed under R7-2, C1-9, (R10 Equivalent) zoning designation and in accord with controls set forth for the West Side Urban Renewal Area. See City Zoning Map annexed hereto as Exhibit "C".

C. Utilities: There are presently existing facilities for water, sewerage, gas, electricity and telephone services accessible to the project site from the peripheral streets. All facilities are adequate as presently exist and no additional public or private facilities are contemplated.

D. Soil Condition: Abnormal foundation conditions for the portion of the combined school housing project exist on Urban Renewal Site No. 24, and an estimated allowance is therefore reflected in the purchase price of the site to the extent of $81,567, as approved by the Department of Housing and Urban Development and the Housing and Development Administration.

E. Land Cost: The cost of land acquisition for the combined school housing project is $367,500. This sum was approved by the Department of Housing and Urban Development and the Housing and Development Administration. Seventy-five percent (75%) of the total land acquisition cost, or $275,625 is attributal to the housing company portion of the project. No estimated allowable deduction for abnormal foundation costs is attributable to the housing company portion of the project at this time.

F. Assessed Valuation: The total assessed valuation place on West Side Urban Renewal Site No. 24, at the time of taking by

8. All unpaid balances due and owing on any

the City of New York, is $404,000. The average A.V. per square foot is $13.37, based upon total land area of 30,213 square feet.

III. NEIGHBORHOOD

The Urban Renewal Plan for the West Side Area is directed toward the creation of an entirely new neighborhood and environment, and the improvements contemplated by this application are in accordance with such plan and purpose.

A. Community Facilities: The neighborhood map indicating City owned and operated facilities is annexed hereto as Exhibit "B", and made a part hereof. This map specifically indicates public schools, libraries, transportation lines, playgrounds, parks and other community facilities in the immediate vicinity of the proposed project.

1.(a) Schools: Public Schools 163 and 166 and proposed Public School 84.

(b) Jr. High School 118.

(c) Lincoln School, 65th Street between Broadway and Amsterdam Avenue (High School).

(d) There are also private and parochial schools within the immediate vicinity of the project site including Trinity School which will occupy the lower portion of the building to be constructed as well as any adjacent existing structures presently serving the school.

2. Neighborhood Shopping Facilities: Columbus Avenue, Amsterdam Avenue and Broadway provide complete and adequate shopping facilities and are within walking distance to the project site.

3. Local Transportation:

(a) IND Subway - 96th Street and Central Park West.

(b) IRT Subway - 96th Street and Broadway.

(c) Bus Routes along Amsterdam Avenue (North) - Columbus Avenue (South) - Broadway (North and South) - 96th Street (East and West).

4. Streets and Highways:

(a) West Side Highway - major arterial route.

(b) Columbus Avenue, Amsterdam Avenue and Broadway provide convenient access to all areas of the City.

5. Parks and Playgrounds: Central Park is within walking distance of the project site and there are also three public school playgrounds within convenient access thereof.

6. Houses of Worship: There are Protestant and Catholic churches on 98th Street and Amsterdam Avenue and at 96th Street and Amsterdam Avenue, and there is a Synagogue at 93rd Street and Broadway. Additional houses of worship are located within the general area of the project site.

THE PROJECT

A plat of the site is included in this brochure as part of "Preliminary Plans". The Sponsor proposes to locate on the site a combined structure of which the four lower floors will contain new facilities for Trinity School and the upper floors will contain residential apartments to be owned by the proposed housing company.

See statistics attached hereto as Exhibit "A". Garage facilities will be constructed on the site and will be owned by the housing company. Fifteen percent (15%) of the total area is to be covered by the combined structure and garage with the balance of the site to be used for recreation and landscaped areas. The details of the building, the entrance and exit thereto and the garage, recreational and landscaped areas are more fully described and set forth in the Site Plan, which together with the floor plans, elevations and preliminary outline specifications, are also annexed to this brochure, and made a part hereof.

FINANCIAL PLAN

The estimated project costs and operating budget are as outlined in Financial Estimates dated 12/26/67, included as part of this brochure.

A. Tax Exemption: The proposed housing company will be a limited-profit housing company organized pursuant to Article II of the Private Housing Finance Law and, as such, will apply to the City of New York for an exemption from real estate taxes for all of the value of the real property included in the Housing Site, including the Housing Company's leasehold interest in certain real property more fully described in Schedule "1" annexed hereto, which represents an increase over the assessed value of the real property, both land and improvements, acquired for the Project, at the time of its acquisition by the Housing Company, provided that the amount of such taxes to be paid shall not be less than ten percentum (10%)

of the annual shelter rent or carrying charges of the Project, and provided further that such exemption shall not exceed fifty percent of the value of the property, both land and improvements, included in the completed project, such exemption to operate and continue for so long as capital loans or investments of the Housing Company are outstanding, but in no event for a period of more than thirty (30) years commencing on the date on which the benefit of such exemption first becomes available and effective.

The date on which the benefits of such exemption for the Housing Company shall first become available and effective shall be the date of issuance of the temporary certificate of occupancy for the Housing Project.

Notwithstanding the above-mentioned provisions, and, except for the limiting provision relating to the shelter rents or carrying charges hereinbefore set forth, whenever a dwelling in the project is leased to the New York City Housing Authority for families of lower income, so much of the assessed value of such project limited to such dwelling (including a pro rata portion of the value of the land and common spaces) as represents an increase over the proportionate assessed value of the real property both land and improvements acquired for such project at the time of original acquisition therefor, shall be exempt during the period of such lease from taxation for county, city, village and school district purposes and such ad valorem levies. The housing company

and Trinity School will make application to the City taxing authorities for the creation of separate tax lots for each of the school portion and the housing portion of this combined project. Trinity School will bear the burden of taxation, if any, on the tax lot or lots created for the school portion.

B. Capital Funds: The estimated capital contribution for the housing project is $459,600. Equity funds in the amount of $459,600 will be procured by the sale of stock and income debentures in the proposed housing company to the sponsor.

The estimated mortgage fund requirements of $4,125,000 are expected to be obtained from the proceeds of a mortgage loan made by the City of New York.

The construction of the school and housing portions of the project will be financed conventionally and/or paid for directly by Trinity School. The City shall provide a "take out" mortgage for the housing portion of the Project upon completion of construction by Trinity School and occupancy of the Project. A copy of the proposed form of mortgage commitment to be issued to the housing company is annexed hereto as Exhibit "D". None of the proceeds from the permanent mortgage loan made by the City of New York will be applied for the construction of the School portion of the Project.

The financial plan is based upon the Housing and Redevelopment Board approved financial estimates, dated 12/26/67 for this project, and said financial estimates are included as part of this brochure.

E-390

SCHEDULE "1"

DESCRIPTION OF GARAGE SITE

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, more particularly described as follows:

Beginning at a point in a line 150 feet west of the corner formed by the intersection of the southerly line of West 92nd Street with the westerly line of Columbus Avenue;

Running thence, westerly, parallel with the southerly line of West 92nd Street, 146 feet 4 inches;

Thence southerly, parallel with the westerly line of Columbus Avenue, 119 feet 7-1/2 inches;

Thence westerly, parallel with the southerly line of West 92nd Street, 125 feet 4 inches;

Thence southerly, parallel with the westerly line of Columbus Avenue, 19 feet 2-1/2 inches;

Thence westerly, parallel with the southerly line of West 92nd Street, 21 feet 0 inches;

Thence southerly, parallel with the westerly line of Columbus Avenue, 100 feet 5 inches, to the point or place of Beginning.

FINANCIAL ESTIMATES E-391

Project No. _____

Date 12/26/67 (Rev.)

OF

TRINITY HOUSE

A LIMITED PROFIT (NON-PROFIT) HOUSING PROJECT

Located at Columbus Ave. between 91st & 92nd St. (W/Side #24)

County of)
Town of) Manhattan
Borough of)

Block No.: 1222

Lot No.: 28-36, 128

( ) Cooperative (Mutual) (X) Rental ( ) Non-Profit

PROJECT STATISTICS

Proposed zoning R7-2,C1-9(R-10 Equivalent) Total land area 48,342 sq. ft. 1.11 acres
No. of housing units 200(199+1 Supt) Net land area _____ sq. ft. _____ acres
No. of rental rooms 837.5 Land coverage 7,177 sq. ft. 15 %
Average rental rooms per H.U. 4.19 Density 541 persons per acre
Total parking 106 Ratio of parking to H.U.'s 53 %

Types of Structures	No. of Bldgs.	No. of Stories of Each	No. of Elevators of Each	Sq. Ft. Area (Typical Fl.)	Cubage of Each Bldg.
Residential	1	25	3	7,206	1,736,246
Commercial					
Garage	1	2		33,110 (Total)	314,820
Other					
Total					2,051,066

APARTMENT DISTRIBUTION

Apartment Type	Housing Units	Rental Rooms Per Unit	Rental Rooms Total	Distribution %	Max. No. of Persons per H.U.	Maximum No. of Persons
B 0BR w/o Balc.	50	2.5	125.0	25.0	2	100
C 1BR w/Balc.	75	4.0	300.0	37.5	2	150
D 2BR w/Balc.	49	5.0	245.0	25.0	4	196
E 3BR w/Balc.	25	6.5	162.5	12.5	6	150
F						
Subtotal	199		832.5			
Professional			—	—	—	—
Superintendent	1	5	5.0	— — —	4	4
TOTALS	200		837.5	100%	—	600

SUMMARY OF ESTIMATED COSTS

ESTIMATED TOTAL DEVELOPMENT COST	$ 4,517,025
WORKING CAPITAL AND CONTINGENCY	$ 67,575
TOTAL ESTIMATED PROJECT COST	$ 4,584,600
MAXIMUM MORTGAGE LOAN	4,125,000
EQUITY CAPITAL REQUIREMENTS OR CAPITAL CONTRIBUTION	
a. 1. 459 (No. of Class A Shares) x $ 100 (Par Value) = $ 45,900	
2. _____ (No. of Class B Shares) x $ _____ (Par Value) = $ _____	
b. Income debenture (6 % interest) $ 413,700	
c. Capital contribution $ _____	$ 459,600

MAXIMUM AVERAGE RENT OR CARRYING CHARGE (Excluding Utilities) PER MONTH

$ 42.93 Per Residential Rental Room

The City of New York
Housing and Redevelopment Board
FORM NO. HRB - P 100

Date: 12/26/67 (Rev) E-392

Name of Project TRINITY HOUSE ( ) Cooperat (X) Rental ( ) Non Profit

Address of Project Columbus Ave, between W. 91st & W. 92nd - W/S Site #24

HCLP # _____

ESTIMATED DEVELOPMENT COSTS AND CAPITAL REQUIREMENTS

	(1)	(2)	(3)	(4) Cost per Rental Room
1. COST OF LAND ACQUISITION				
* a. No. of sq. ft 30,213 $ _____ per sq. ft.		$ 275,625		
b. Carrying Charges & Expenses		$		
c. Relocation and Other		$ 30,100	$ 305,725	$ 364
2. CONSTRUCTION COSTS				
a. Demolition & Site Clearance Costs	$ -			
b. Abnormal Foundations & Conditions	$			
c. Residential Structures	$			
~~d. Commercial Structures (If separate)~~	$ 3,432,000			
e. Garages Structures (If separate)	$			
f. Other Structures _____	$			
g. Site Work	$			
h. Off-Site Work	$			
i. Premium on Bonds	$ 22,000	$ 3,454,000		
j. Construction Fee (Including Allowance for Overhead) 3.43% of Items 2a.-i.		$ 118,500	$ 3,572,500	$ 4,251
3. DEVELOPMENT FEE 5.14% of Items 2a.-i			$ 177,600	$ 211
4. PROFESSIONAL SERVICES				
a. Architect's Fee		$ 109,000		
b. Engineer's Inspection Fees		$ 12,200		
c. Laboratory Fees		$ 3,000		
d. Soil Investigation		$ 3,500		
e. Preliminary Surveys		$ 2,500		
** F. Legal Fees		$ 19,100	$ 149,300	$ 178
5. SELLING OR RENTING EXPENSES				
a. Selling or Renting Fees		$ 15,000		
b. Advertising & Promotion		$ 5,000		
c. Other		$ _____	$ 20,000	$ 24
6. CARRYING & FINANCING CHARGES				
a. Interest @ 3 % for 18 Months		$ 185,600		
b. R.E. Tax @ 5.40 % for 18 Months on A.V. 404,000		$ 32,800		
c. Supervising Governmental Agency Fee 1.3 on 7		$ 58,800		
d. Financing Expenses		$		
e. Title and Recording Expenses		$ 8,200		
f. H.C. Administrative Expenses				
1. Organization Expenses	$ 3,500			
2. Accounting Expenses	$ 3,000	$ 6,500	$ 291,900	$ 347
7. ESTIMATED DEVELOPMENT COST			$ 4,517,025	$ 5,375
8. CONTINGENCY - 1/2 % of Item 7.			$ 22,575	
9. WORKING CAPITAL - 1 % of Item 7.			$ 45,000	
10. ESTIMATED PROJECT COST			$ 4,584,600	$ 5,456
11. MAXIMUM MORTGAGE LOAN - 90 % of Item 10			$ 4,125,000	
12. EQUITY REQUIREMENTS OR CAPITAL CONTRIBUTION			$ 459,600	$
a. 1. No. of Class A Shares 459 x (Par Value) $ 100		$ 45,900		
2. No. of Class B Shares _____ x (Par Value) $ _____		$		
b. Income Debentures (Interest at 6 %)		$ 413,700	$ 459,600	
c. Capital Contribution			$	

No. of H.U. 199+1(Supt)=200 No. of Rental Rooms 832.5+5(Supt)=837.5

Cost per H.U. $ 22,585 (Item 7, Col. 3 ÷ No. of H.U.) Cost per Rental Room $ 5,393 (Item 7, Col. 4)

* Additional 17,462 s.f. land area to be leased from Trinity School at no rental per annum, for period of mortgage. Area to be used for construction of two story garage. Additional 667 s.f. of contiguous zoning lot owned by Trinity School to be leased for similar period to Housing Co., total area covered by H./Co. mortgage = 30,213 + 17,462 + 667 = 48,342.

** Includes $2,500 for additional legal work in connection with Urban Renewal.

SCHEDULE B E-393

Name of project TRINITY HOUSE Date of schedule 12/26/67 (Rev.)

( ) Cooperative (X) Rental ( ) Non-Profit

Residential rental rooms 832.5+5.0(Supt) :luding 150 balconies

ESTIMATED ANNUAL EXPENSES AND INCOME

COMPUTATION OF ASSESSED VALUATION: 220,300 Garage Bldg. TERMS AND CONDITIONS OF MORTGAGE:

Assessed valuation of land $ 427,000 Inc.Garage Mortgage interest rate 4-1/2

Assessed valuation of building(s) $ 2,343,900 term 50 years

Total assessed valuation $ 2,991,200

Tax exemption ¢ 50 %

of totals $ 1,495,600 Maximum mortgage loan $ 4,125,000

Net taxable assessment $ 1,495,600 Debt service factor .050602

	(1)	(2)
I. CARRYING CHARGES & OPERATING EXPENSES		
a. Interest and amortization on mortgage		$. . 208,700
b. Governmental agency charge 1/2 %		$. . 20,600
c. Governmental agency supervision fee 1.80/RR		$. . . 1,500
d. N.Y.S. franchise taxes (and ~~xxxxxxxxxxx~~) NYC Gen. Corp.		$. . . 2,300
e. Real estate taxes		
I. (1) Municipal taxes ¢ 5.4 % on net A.V. 1,495,600	$. 80,700*.	
(2) Assessment for local improvements ¢ ____ % on total A.V.	$.	
II. Other local taxes	$ ____	$. . 80,700
f. Maintenance & operations $ 115 per rental room per year		$. . 95,700
g. Reserves for painting & decorating $ 16 per rental room per year		$. . 13,300
h. Reserves for replacement $ 10 per rental room per year		$. . . 8,300
i. Return on equity capital		
I. 6 % on $ 45,900 of shares	$. . 2,700.	
II. 6 % on $ 413,700 of debentures	$ 24,800	$. . 27,500
j. Other expenses (specify)		$
TOTAL		$. 458,600
2. DEDUCT: NON-HOUSING INCOME		
a. Parking income		
I. 106 Indoor spaces ¢ $ 360 per year		
less 5 % vacancy loss equals net indoor rent	$. 36,200.	
II. ____ Outdoor spaces ¢ $ ____ per year		
less ____ % vacancy loss equals net outdoor rent	$.	
b. Income from other sources		
I. Washing & vending machines ¢ $ 24 per H.U. per year x no. of H.U. 150	$. . 3,600.	
II. Professional spaces $ ____ per year		
less ____ % vacancy loss equals	$.	
III. Commercial spaces $ ____ per year		
less ____ % vacancy loss equals	$.	
c. Other income (specify) Income from lease of garage roof to school. TOTAL 2,400		$. . 42,200
3. NET ANNUAL EXPENSE (Exclusive of allowance for vacancies and contingencies and tenants' utilities)		$. 416,400
	Total #1 less Total #2	
4. ADD: Allowance for vacancies and contingencies (3 % of item 3.)		$. . 12,500
5. TOTAL NET ANNUAL EXPENSE		$ 428,900

Net income to be derived from housing units exclusive of tenants' utilities.

HOUSING RENT OR CARRYING CHARGE PER MONTH

	Exclusive of Utilities	Utilities	Total
Per rental room	$ 42.93	$ 2.00	$ 44.93
Per housing unit	$ 179.61	$ 8.00	$ 187.61

* Taxes are subject to reduction to the extent that up to 30% of the housing units are made available, under the Leased Public Housing Program, at a tax exemption pursuant to the 10% shelter rent formula.

The City of New York
Housing and Redevelopment Board
FORM NO. HRB - P100

E-394

12/26/67 (Rev)

"TRINITY HOUSING CO., INC."

STATISTICS

No. of Dwelling Units	199 + 1 (Supt) = 200
No. of Rental Rooms	832.5 + 5 (Supt) = 837.5
Average Rental Rooms per H.U.	4.19
No. of Residential Buildings	1
No. of Stories per Building	25
Average Rent Per H.U. per Month Excluding Tenant's Gas and Electricity	$179.61
Mortgage Loan	$4,125,000
Equity Requirements	$459,600
Construction Contract Amount	$3,572,500
Estimated Development Cost	$4,517,025
Estimated Project Cost	$4,584,600
Estimated Net Taxable Assessment	$1,495,600
Density	541 Persons per Acre
No. of Garage Car Spaces	106
Cubage of Garages	314,820 c.f.
No. of Outside Parking Spaces	-0-
Cubage of Residential Buildings for Each Different Storied Height	1,736,246 c.f.
Cubage of Commercial	-0-
Land Area	48,342 Sq.Ft. / 1.11 Acres
Land Coverage	15%
Land Cost (Gross) Including Relocation	$305,725
Zone Use	R7-2, C1-9 (R-10 Equiv.)
Ratio of Parking to H.U.	53%

Trinity House
Manhattan, N.Y.
Exhibit A
Statistics

E-395

(Letterhead of Housing and Development Administration
City of New York
2 Lafayette Street
New York, New York 10007)

Trinity Housing Company, Inc.
c/o Demov, Morris, Levin and Shein
1180 Avenue of the Americas
New York, New York 10036

Re: Site No. 24 - West Side Urban Renewal Area

Gentlemen:

We are pleased to advise you that The City of New York acting by and through this administration will make a permanent mortgage loan on your interest in the property known as Site 24 West Side Urban Renewal Area together with your leasehold interest in and to certain contiguous property as is more particularly described in Exhibit A annexed hereto and made a part hereof. Such mortgage loan shall be in the amount of $ 4,125,000 but in no event in an amount greater than 90% of actual total project cost as certified to and accepted by us in accordance with our standard auditing procedures. Such mortgage loan shall be made in accordance with the terms, conditions and requirements of Article II of the Private Housing Finance Law of the State of New York and, further, in accordance with the provisions of the Incorporators Application and exhibits thereto, including the financial estimates for the project, which Incorporators Application and exhibits are annexed hereto as Exhibit B and made a part hereof.

Trinity House
Manhattan, N. Y.
Exhibit D
Proposed Form of
Mortgage Commitment

The property to be covered by the lien of such mortgage, consists of a 25 story residential apartment building to be constructed on an air rights fee simple interest, together with garage facilities for the apartment building to be constructed on property leased from the New York Protestant Episcopal Public School (hereinafter referred to as the "School") for a period of 99 years. The School shall construct the housing and garage facilities, together with its own private school facilities, and, upon completion of construction, shall convey the housing portion to you at the price set forth in the Incorporators Application.

The mortgage loan shall not be disbursed until the issuance of all requisite certificates of completion including, without limitation, a temporary or permanent certificate of occupancy together with electrical, plumbing, heating, insurance and/or other certificates relating to the apartment building and its accessory facilities required by municipal, state, or federal governmental departments or agencies having or asserting jurisdiction thereover.

This commitment is specifically conditioned upon the following:

1. The construction work to be performed on the apartment building and related garage facilities by the

School shall be performed and completed under the supervision of our representative, which representative shall be afforded access to the project site at all times, and in accordance with the outline plans and specifications annexed to the Incorporators Application. The apartment building and garage as completed shall conform to all minimum requirements of our administration and any and all material deviations from such minimum requirements or from the logical development of the plans and specifications annexed to said Incorporators Application shall require and be subject to the approval of this Board.

2. The mortgaged premises must be in an undamaged condition at the time the mortgage loan is closed.

3. Title to such premises must be approved by us in the exercise of our exclusive judgment and the mortgage in our favor must be a valid first lien on the air rights fee and upon the leasehold. Such mortgage shall, in addition, cover all fixtures and articles of personal property used and to be used in connection with the operation of the apartment house project.

4. A policy or policies of mortgage title insurance acceptable to us shall be issued in our favor by a title insurance company or companies authorized to do busi-

ness in the City and State of New York and having sufficient resources to issue such policy in the amount required. We shall have the right to require co-insurance in the event that in our exclusive judgment the same is appropriate. Such policy or policies of mortgage title insurance shall insure the mortgaged fee and leasehold in our favor as a first lien.

5. The form, content, parties and execution of the bond or note and mortgage and all other documents in connection with the closing of the permanent mortgage loan must be acceptable to us. A form of the proposed bond and mortgage is annexed hereto as Exhibit C and made a part hereof.

6. The apartment house premises must be insured against such hazards, in such amounts, and with such companies as are satisfactory to us. Evidence of such coverage in the form of duplicate original policies of insurance indicating our interest as mortgagee must be delivered to us at the closing of the mortgage loan.

7. All taxes which are a lien upon the premises and all special assessments and installments thereof must be paid by you in full and receipt therefor exhibited to us at the closing of the mortgage loan.

8. All unpaid balances due and owing on any equipment under conditional sales contracts, chattel mortgages and/or other security arrangements must be paid in full at the closing of the mortgage loan.

9. A representative of our agency shall attend the closing of any building loan transaction by the School in connection with the construction of the housing development and shall approve all documents executed in connection with such building loan transaction.

10. You shall pay all mortgage closing costs including without limitation title examination charges and title fees, survey expenses, recording and filing fees, mortgage tax, if any, and all other incidental disbursements and expenses together with all project approval fees or other fees which our Board is authorized to collect in connection with the making of mortgage loans pursuant to Article II of the Private Housing Finance Law.

11. It is understood that the construction of this project together with the construction of the private school may be financed under a single building loan mortgage and further that the same may be constructed by a single general contractor under a construction contract covering both the School and housing portions of the over-all project. The costs of the housing portion have been established by

our Board and are set forth in the financial estimates annexed to the Incorporators Application. All additional costs over and above those set forth shall be borne by the School or by the sponsor.

Neither this commitment nor any of the moneys which may become payable hereunder may be assigned, pledged, hypothecated or otherwise transferred without our written consent having been first obtained, except that this commitment may be assigned to the institutional building loan lender providing the construction loan on the project for the purpose of securing a permanent "take out" of the building loan lender for the housing portion of the project. Such assignment, if any, to an institutional building loan lender shall be conditioned upon the latter's executing such document or documents as we may require assuming all of the terms and conditions of this commitment. Any purported assignment, pledge, hypothecation or transfer not complying with the foregoing requirements shall be null and void and of no force and effect.

The permanent mortgage shall contain such prepayment provisions as are usually set forth in mortgages made by The City of New York to corporations organized and existing under Article II of the Private Housing Finance Law.

E-401

This commitment shall be valid until_____ at which time at our sole option without notice it shall automatically terminate and become of no force and effect, except that you shall have the right to extend the same for a period or periods equivalent to any delay caused by fire, act of God, labor dispute, force majeure or other and similar cause beyond your direct control.

Your execution of a copy of this commitment where indicated shall evidence your agreement to be bound by the above terms.

Very truly yours,

HOUSING & DEVELOPMENT ADMINISTRATION

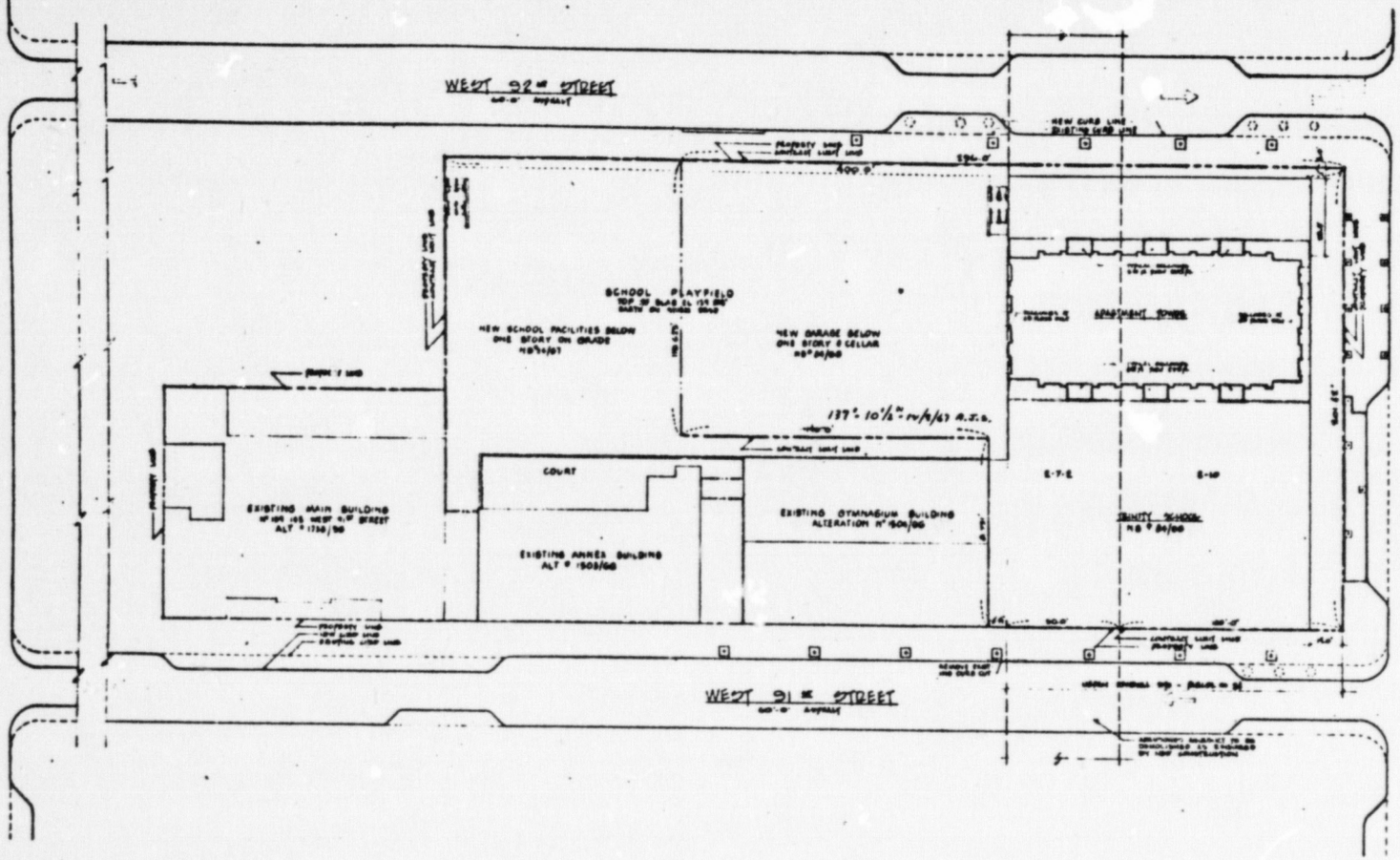
By_____
ADMINISTRATOR

ACCEPTED AND AGREED TO:

TRINITY HOUSING COMPANY, INC.

By_____
President

E-402



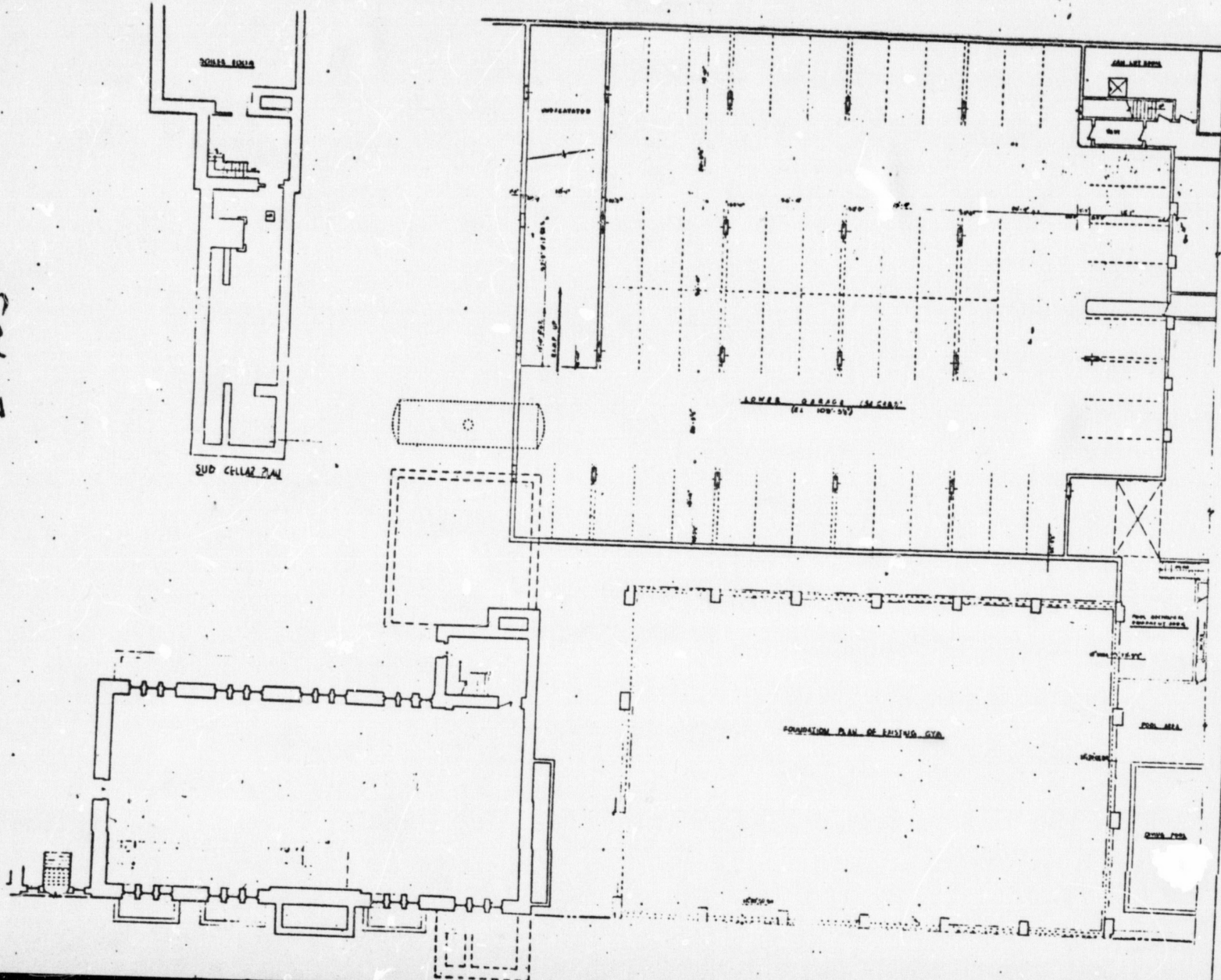
SITE PLAN

A-2

TRINITY SCHOOL - HOUSING

E-403

SUB CELLAR PLAN



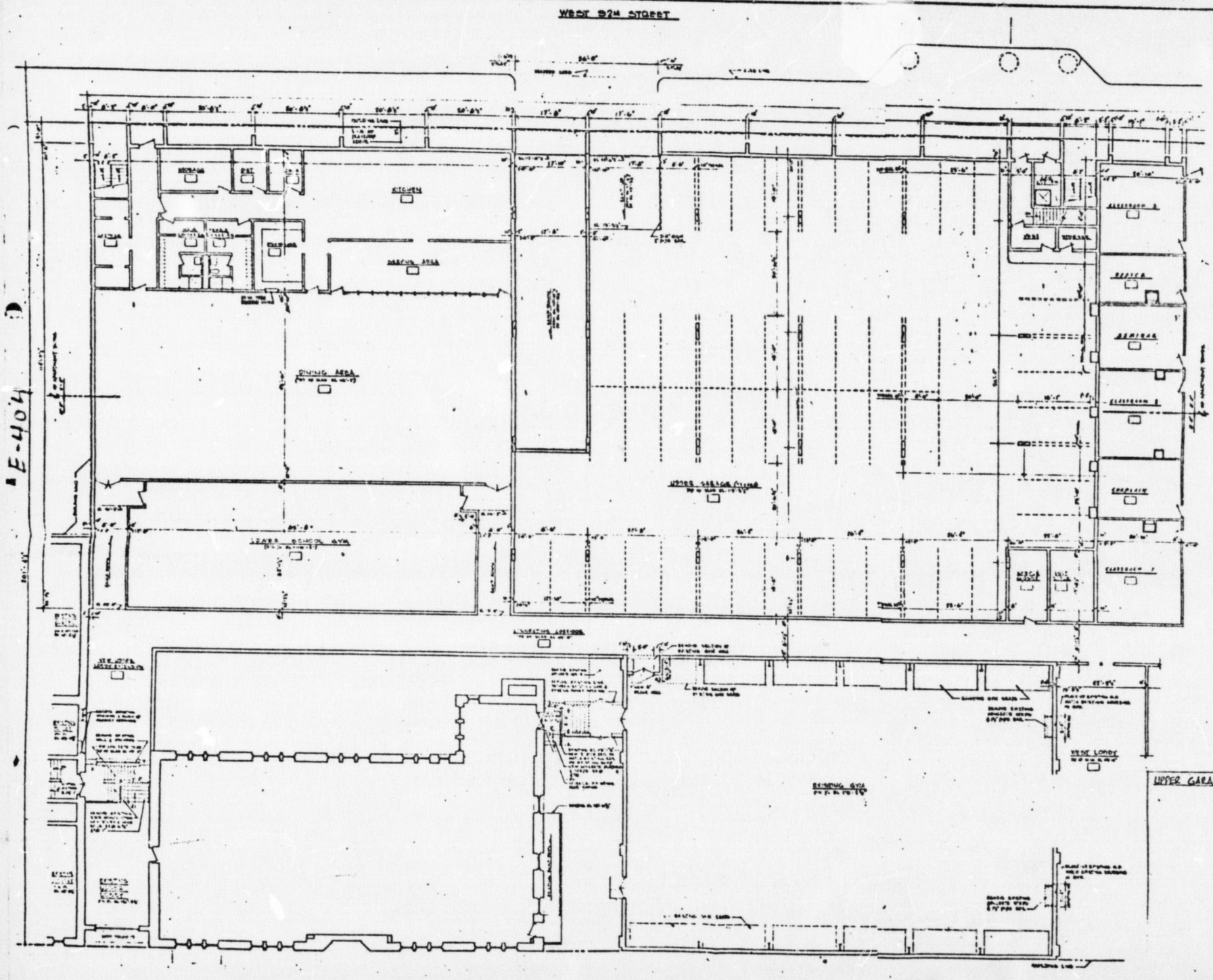
GENERAL NOTES:

LOWER GARAGE PLAN

A-3

TRINITY SCHOOL-HOUSING

JOAN GUSTINE BATTAGLIA & SON
ARCHITECTS



E-404

UPPER GARAGE PLAN

A-4

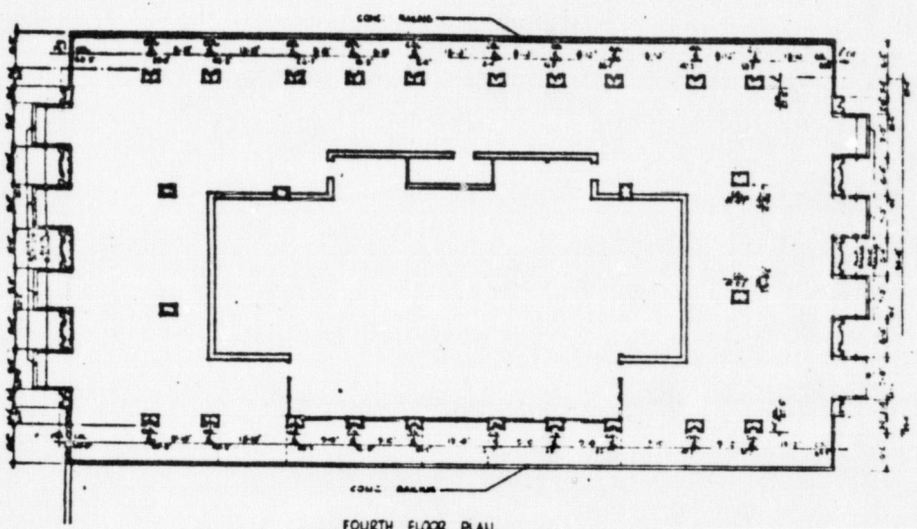
TRINITY SCHOOL - HOUSING

DRAWN CUT · PATTAGLIA CALVIN

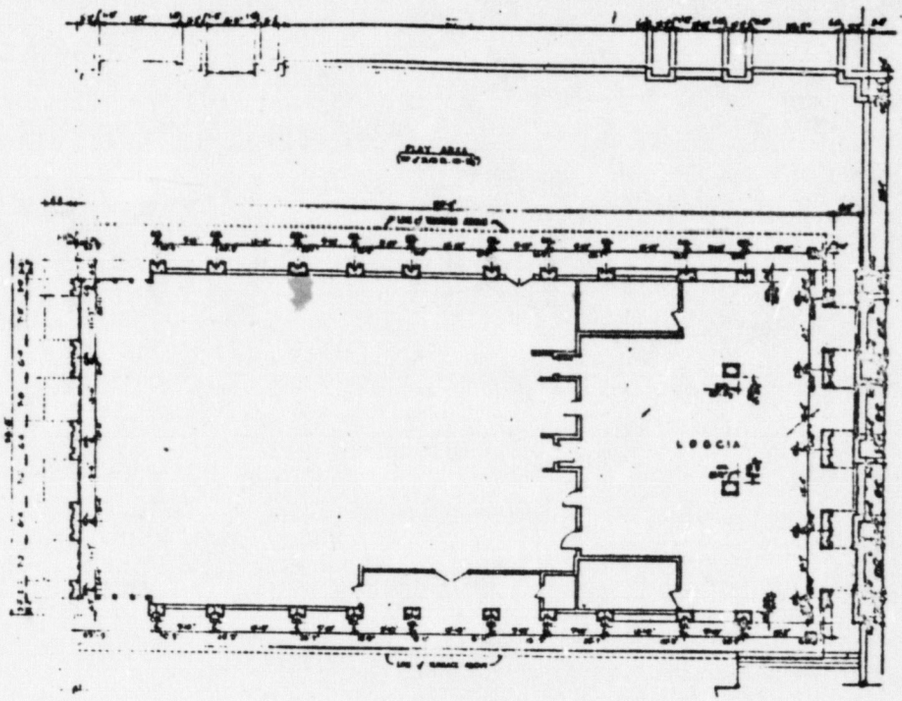
12/26/67

1. Central Pk. Tra

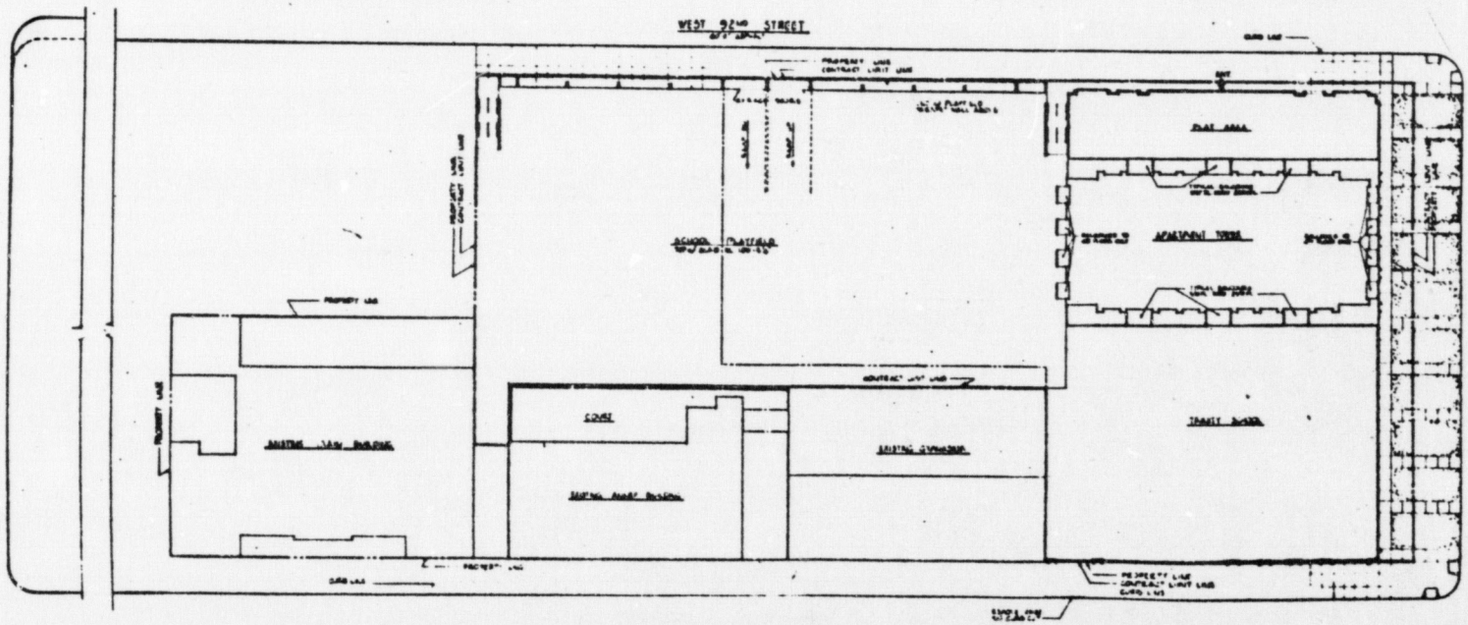
E-405



FOURTH FLOOR PLAN



THIRD FLOOR PLAN



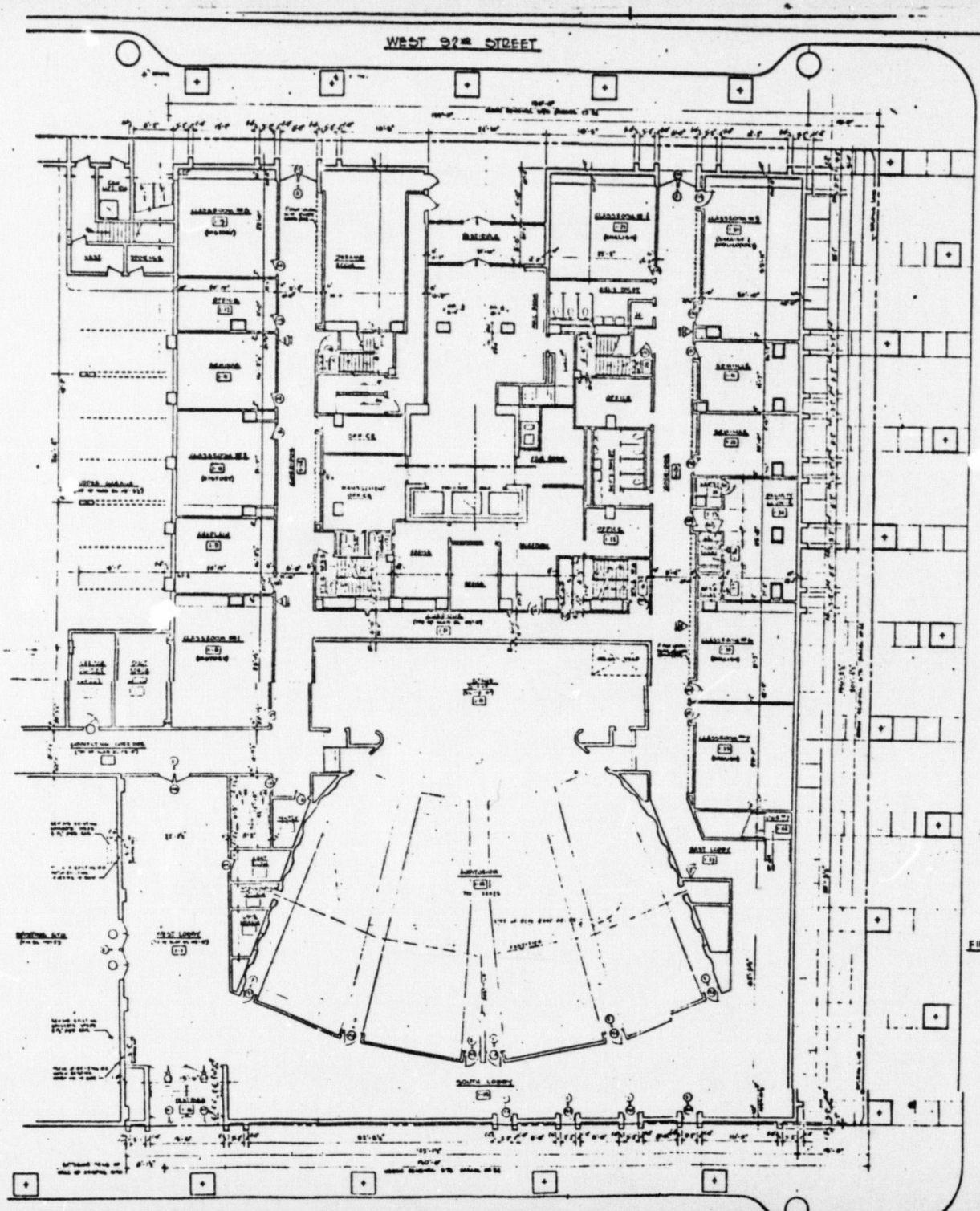
SITE PLAN

NOTE

BROWN GUENTHER BATTAGLIA GALVIN

PLANTING PLAN

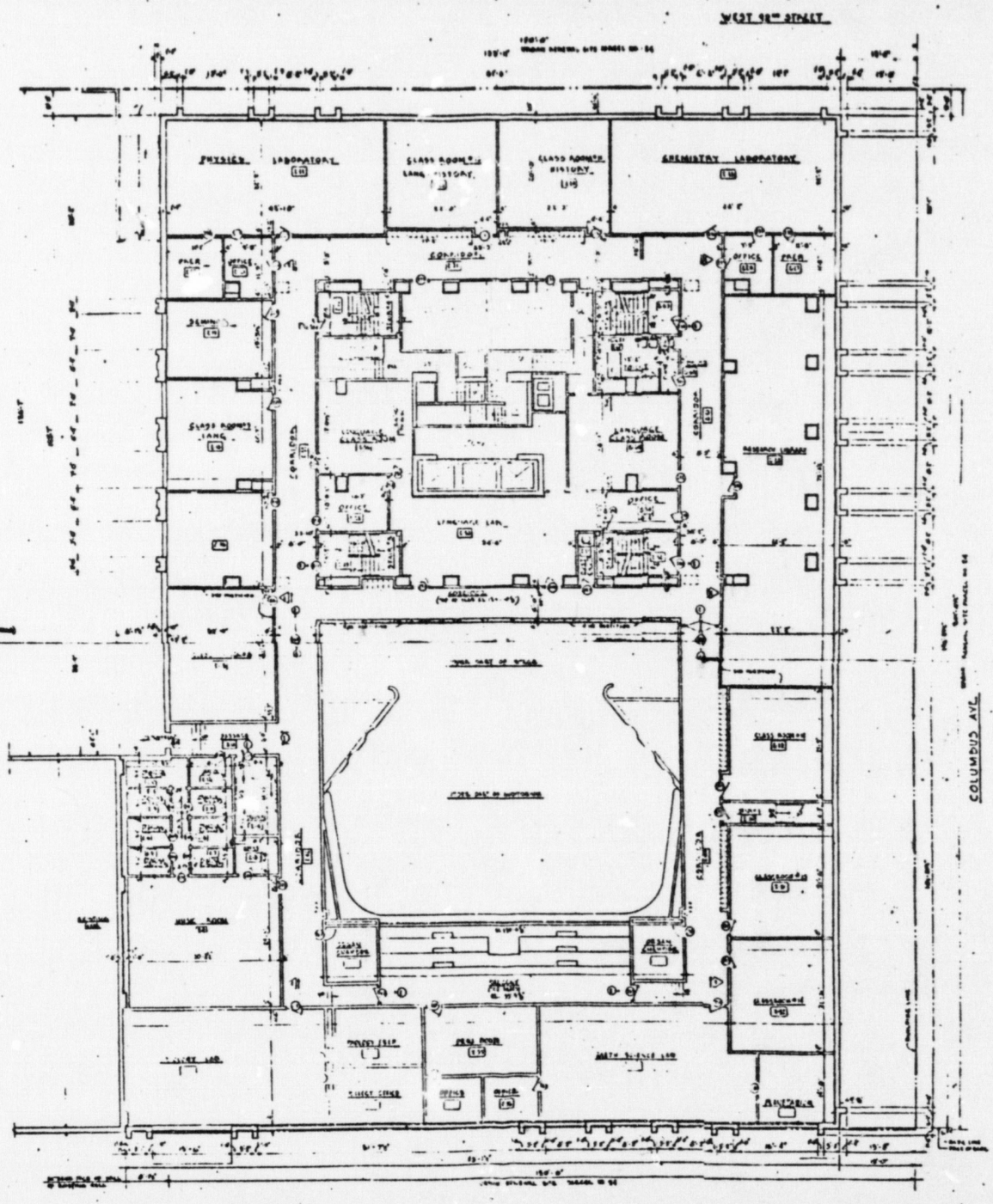
E-406



GENERAL NOTES:

FIRST FLOOR PLAN

A-6



E-407

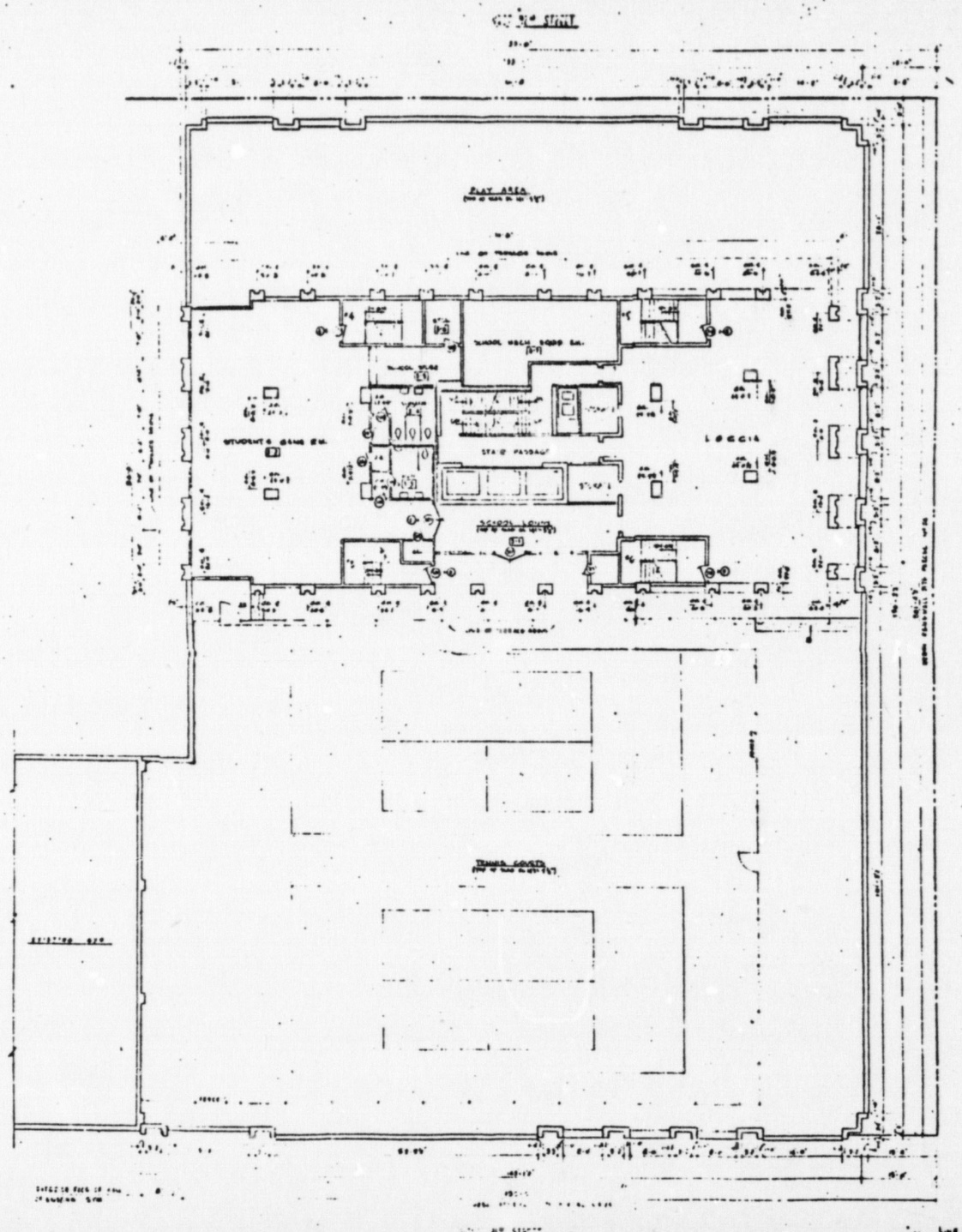
SECOND FLOOR PLAN

A-7

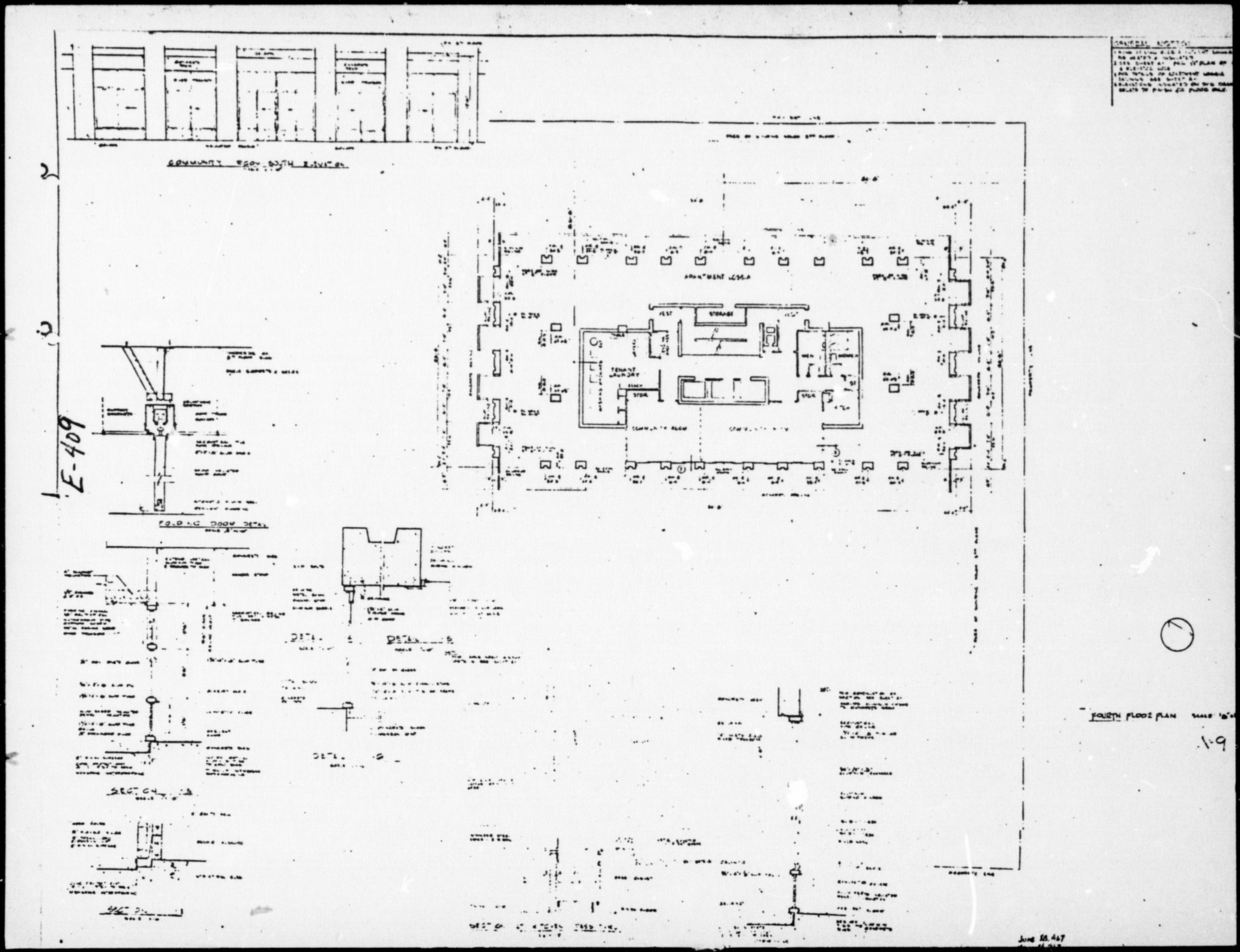
TRINITY SCHOOL · HOUSING

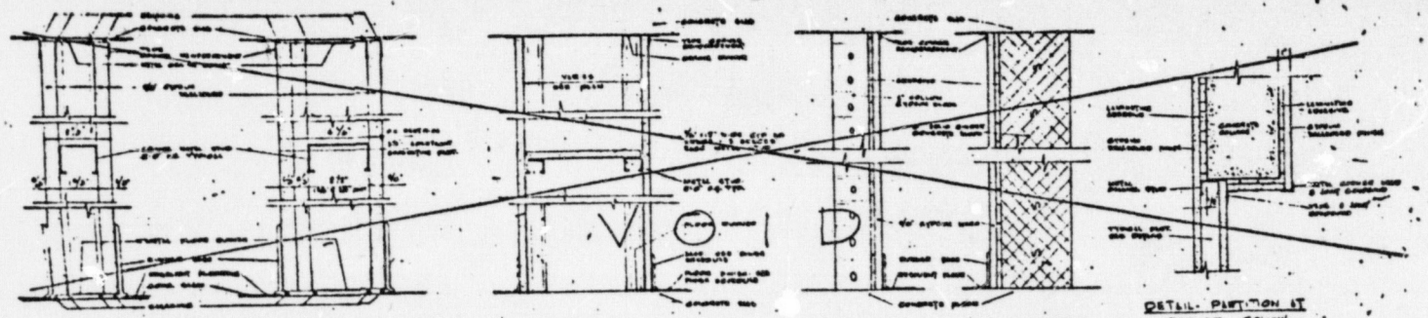
Map 1. Urban Renewal Area Boundary & Land Acquisition Map

E-408

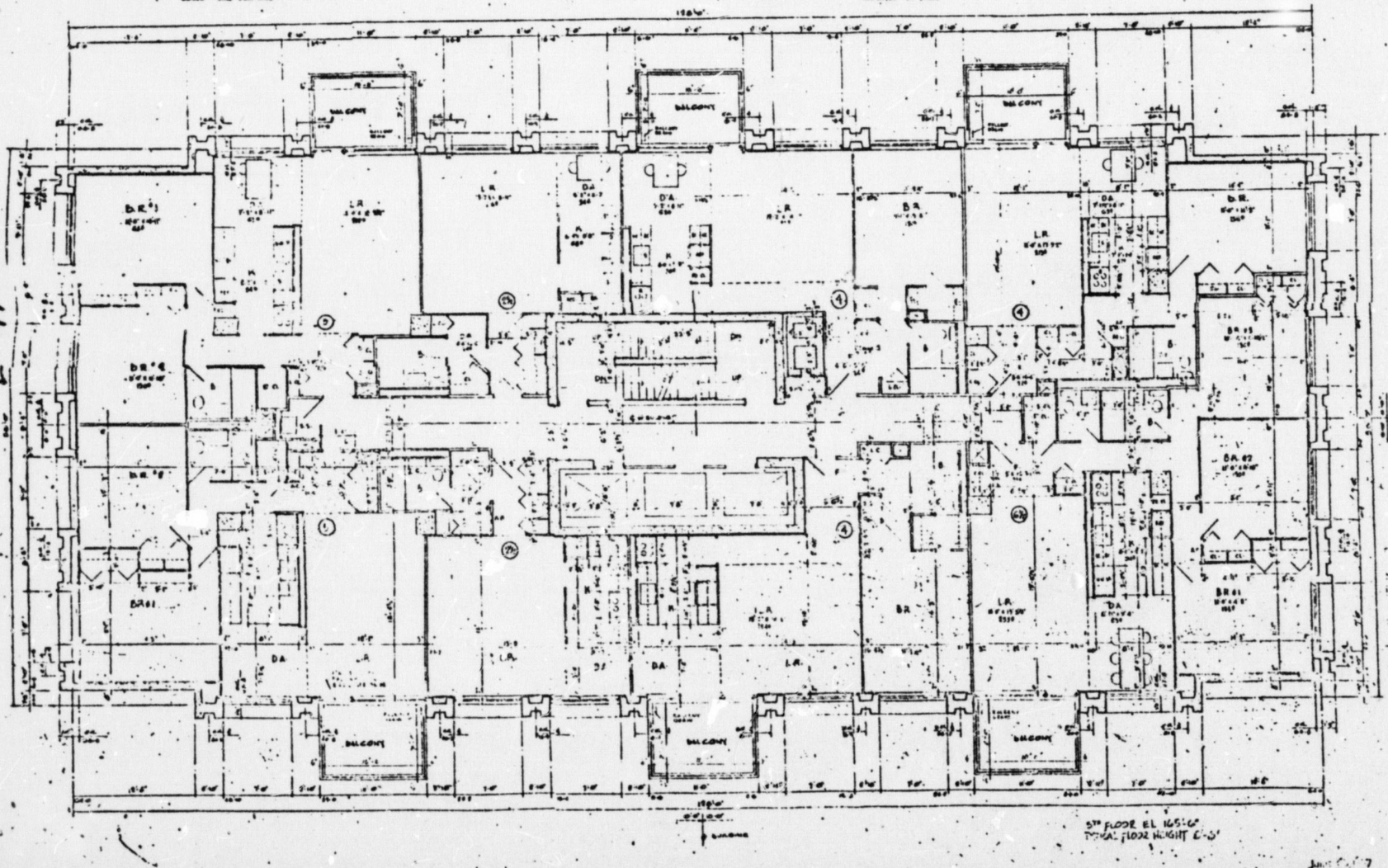


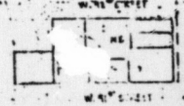
ing programs for redevelopment parcels, as proposed in the amended plan now under con-





E-410





KEY PLAN

TYPICAL FLOOR PLAN

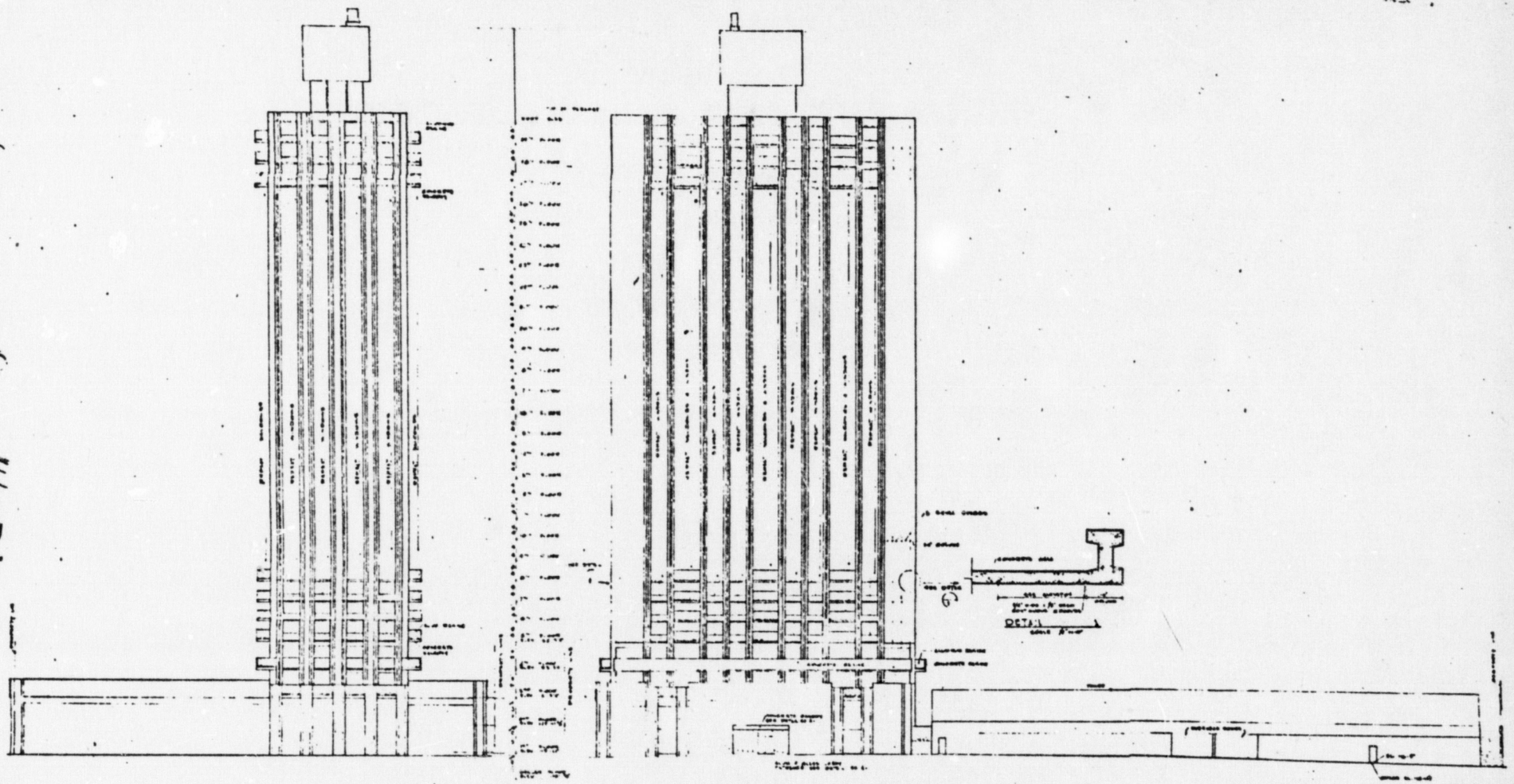
A-10

5TH FLOOR EL 165'-6"
TYPICAL FLOOR HEIGHT 8'-8"

TRINITY SCHOOL · HOUSING

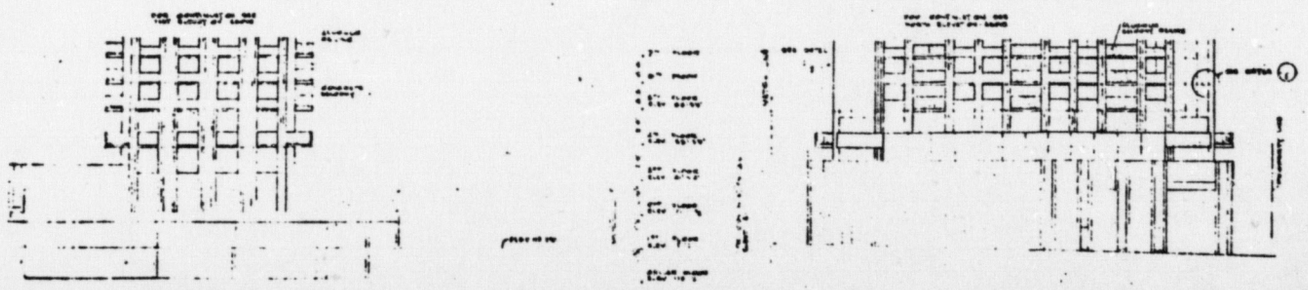
exempt and fully tax-paying housing. The number of public low-rent and middle income

E-411



EAST ELEVATION
COLUMBUS AVE

NORTH ELEVATION
W 59TH STREET



ELEVATIONS

A-11

TRINITY SCHOOL & HOUSING

ST ELEVATION

SOUTH ELEVATION

JUNE 10, 1967
MAY 15, 1967

E-412

12/26/67

"TRINITY HOUSING CO., INC."

STATISTICS

No. of Dwelling Units	199 + 1 (Supt) = 200
No. of Rental Rooms	832.5 + 5 (Supt) = 837.5
Average Rental Rooms per H.U.	4.19
No. of Residential Buildings	1
No. of Stories per Building	25
Average Rent Per H.U. per Month Excluding Tenant's Gas and Electricity	$174.12
Mortgage Loan	$4,125,000
Equity Requirements	$459,600
Construction Contract Amount	$3,623,500
Estimated Development Cost	$4,517,025
Estimated Project Cost	$4,584,600
Estimated Net Taxable Assessment	$1,259,000
Density	541 Persons per Acre
No. of Garage Car Spaces	106
Cubage of Garages	314,820 c.f.
No. of Outside Parking Spaces	-0-
Cubage of Residential Buildings for Each Different Storied Height	1,736,246 c.f.
Cubage of Commercial	-0-
Land Area	48,342 Sq.Ft. = 1.11 Acres
Land Coverage	15%
Land Cost (Gross) Including Relocation	$305,725
Zone Use	R7-2, C1-9 (R-10 Equiv.)
Ratio of Parking to H.U.	53%

Trinity House
Manhattan, N.Y.
Exhibit A
Statistics

NEW YORK CITY - CITY OWNED AND OPERATED FACILITIES MAP NO. 5 E-413

◇ BOROUGH PRESIDENTS

1. Central Pk. Transverse Rds., Nos. 3 & 4

○ EDUCATION, BOARD OF

1. Booker T. Washington Jr. High Sch. - 54 W. 108th St.
2. P. S. No. 9 - 207 W. 82nd St.
3. P. S. No. 54 - 905 Amsterdam Ave.
4. P. S. No. 75 - W. End Ave. & W. 90th St.
5. P. S. No. 93 - 201 W. 92nd St.
6. P. S. No. 118 - Joan of Arc Jr. High Sch., 140-178 W. 93rd St.
7. P. S. No. 165 - 219-233 W. 108th St.
8. P. S. No. 166 - 132 W. 89th St.
9. P. S. No. 179 - 132-138 W. 102nd St.

▣ FIRE DEPARTMENT

1. Engine Co. No. 47 - 500 W. 113th St.
2. Engine Co. No. 56 - 120 W. 83rd St.
3. Engine Co. No. 76 - 105-107 W. 102nd St.
4. Hook & Ladder Co. No. 22 - 766 Amsterdam Ave.

▣ HEALTH, DEPARTMENT OF

1. Child Health Center - 221 W. 99th St.

▣ MARINE & AVIATION, DEPARTMENT OF

1. Municipal Pier - W. 129th St. & Hudson River
2. Municipal Pier - W. 135th St. & Hudson River

MUSEUMS & INSTITUTIONS

1. Tomb of General U. S. Grant - Riverside Dr. & W. 122nd St.

NEW YORK CITY HOUSING AUTHORITY

1. General Grant Houses - Broadway & La Salle St.
2. Frederick Douglass Houses - W. 102nd St. & Columbus Ave.

□ PARKS, DEPARTMENT OF

1. Field House - W. 174th St. - Riverside Pk.
2. Boat Basin - W. 79th St. & Hudson River
3. Recreation Bldg. - W. 83rd St. - Riverside Pk.
4. Recreation Bldg. - W. 97th St. - Riverside Pk.
5. Recreation Bldg. - W. 102nd St. - Riverside Pk.
6. Shops - W. 80th St. & Transverse Rd.
7. Field House - W. 94th St. & West Dr.
8. Recreation Bldg. - E. 97th St. & Transverse Rd.

◇ POLICE DEPARTMENT

1. 22nd Precinct - Transverse Rd., Central Park & E. 86th St.
2. P.A.L. Repair Shop - Henry Hudson Pkwy. & W. 134th St.
3. 24th Precinct Sta. House - 394 Central Pk. W.

○ PUBLIC LIBRARIES

1. Bloomingdale Branch - 206 W. 100th St.
2. Nicholas Murray Butler Library - 525 W. 114th St.
3. George Bruce Branch - 518-520 W. 125th St.
4. St. Agnes Branch - 444-446 Amsterdam Ave.

□ SANITATION, DEPARTMENT OF

1. Marine Transfer Sta. & Impounding Depot - Hudson River & N. Side of W. 135th St.
2. Secs. 72, 73 & 74 - 42 W. 99th St.

▣ TRANSIT AUTHORITY, NEW YORK CITY

1. W. 96th St. IRT Substa. No. 14 - 264-266 W. 96th St.

WATER SUPPLY, GAS AND ELECTRICITY, DEPARTMENT OF

1. Gate House - Amsterdam Ave. & W. 119th St.
2. 92nd St. Gate House - W. 92nd St. & Columbus Ave.
3. 96th St. Gate House - Central Pk. Reservoir, N. End.
4. Gate House - W. 113th St. & Amsterdam Ave.
5. Storage & Garage - 105 W. 90th St.

WELFARE, DEPARTMENT OF

1. Eisman Day Nursery - 304 W. 88th St.
2. Open Door Child Care Center - 140 W. 102nd St.
3. Council Club For Older People - 2828 Broadway

Trinity House
Manhattan, N.Y.
Neighborhood Map & Key

EXHIBIT B

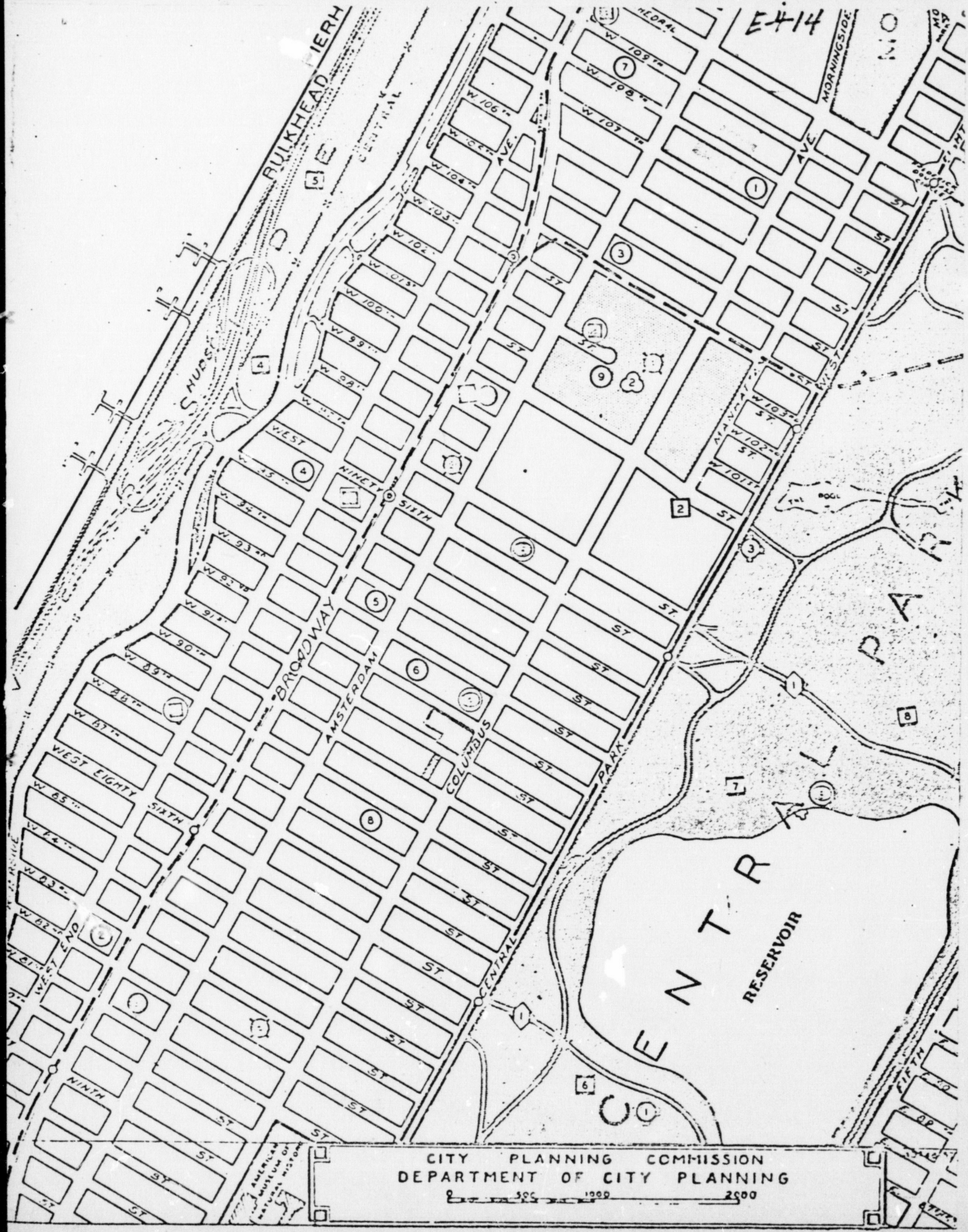
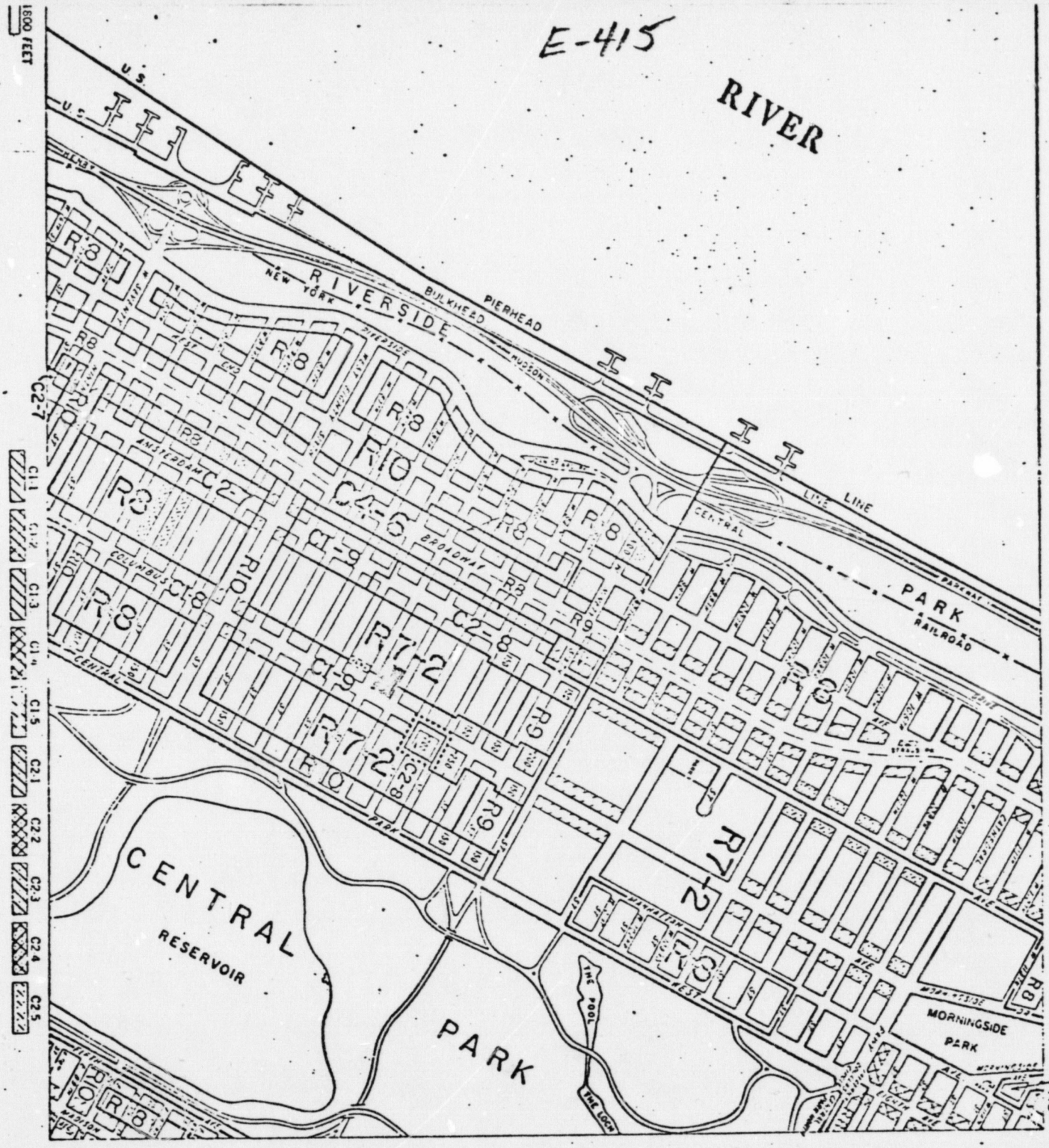

E-14
RIVERSIDE DR.
HENRY HUDSON PKWY
CENTRAL PARK
RESERVOIR
BROADWAY
AMSTERDAM
COLUMBUS
PARK
CENTRAL
WEST END
WEST EIGHTY
SIXTH
NINTH
FIFTH
MORNINGSIDE
AVE.
ST.
CITY PLANNING COMMISSION
DEPARTMENT OF CITY PLANNING
500
1000
2500

EXHIBIT B

E-415



ZONING MAP

CITY PLANNING COMMISSION

THE CITY OF NEW YORK

51 a

Trinity House
Manhattan, N.Y.

EXHIBIT C

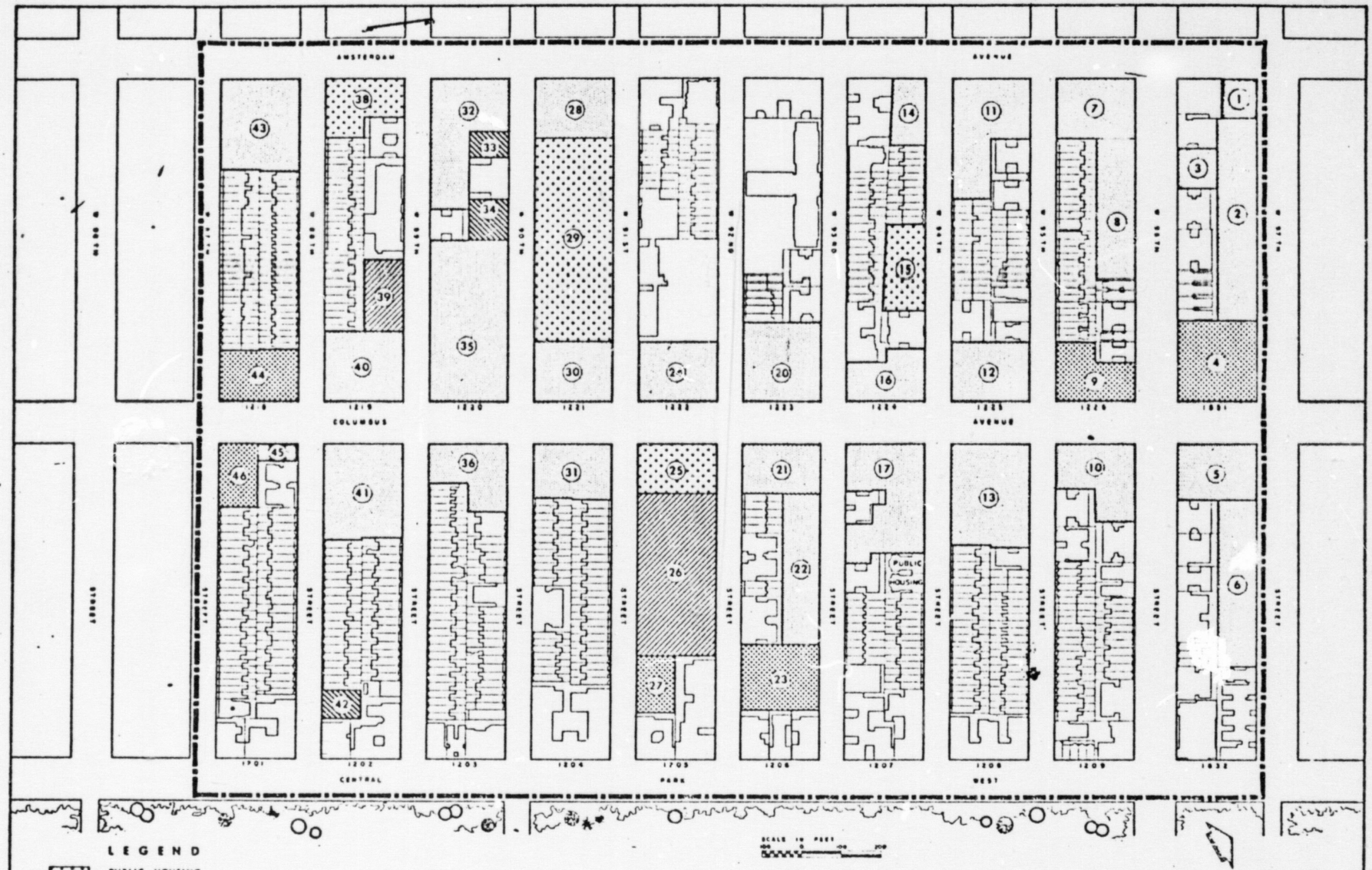
8a		5c
8c	5d	6a
9a	6b	

INDICATES PROPERTY REZONED BY AMENDMENT EFFECTIVE AUGUST 25, 1966 A-684

COPYRIGHTED BY THE CITY OF NEW YORK

PLAINTIFF'S EXHIBIT 14A - LAND USE MAP NO. 3

E-476



LEGEND

- PUBLIC HOUSING
- TAX-ABATED HOUSING AT MODERATE RENTALS OR CARRYING CHARGES
- FULL TAX-PAYING HOUSING
- COMMERCIAL
- PUBLIC (PARCEL 38 SCHOOL PLAYGROUND PARCEL 26 ELEMENTARY SCHOOL)
- SEMI-PUBLIC
- (6) REDEVELOPMENT PARCEL NUMBER
- URBAN RENEWAL AREA BOUNDARY

WEST SIDE URBAN RENEWAL AREA

HOUSING AND REDEVELOPMENT BOARD
THE CITY OF NEW YORK NEW YORK

3

OCTOBER 1960, REVISED SEPTEMBER 1961, REVISED APRIL 1962, REVISED SEPT 1963
JUNE 1965, MARCH 1966

BROWN AND GUENTHER · CANDEUB AND FLEISSIG, PLANNING CONSULTANTS

REDEVELOPMENT AREAS LAND USE MAP

CODE NO R-213

PLAINTIFF'S EXHIBIT 15 - SECOND AMENDMENT - CPC APPROVAL (CITY EX. F)

CITY PLANNING COMMISSION

Cal. No. 4

Approval, pursuant to Article 15 of the General Municipal Law (Urban Renewal Law) of the State of New York and Title I of the Housing Act of 1949, as amended, of a Second Revision of the previously approved Urban Renewal Plan for the West Side Urban Renewal Area bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

CP-18578 October 14, 1964

On August 6, 1964, the Housing and Redevelopment Board transmitted to the City Planning Commission a Second Revision of the Urban Renewal Plan for the West Side Urban Renewal Project and requested approval of the Revised Plan, pursuant to Article 15 of the General Municipal Law of the State of New York (Urban Renewal Law) and Title I of the Housing Act of 1949, as amended. The project site is bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

Documents Submitted

The Housing and Redevelopment Board submitted the following documents relating to the Second Revision of the West Side Urban Renewal Plan:

(1) Amended Urban Renewal Plan (2nd Revision) dated September 1963 (Corrected July 1964).

(2) Narrative Statement to Accompany Amended Urban Renewal Plan (Second Revision)

The Amended Urban Renewal Plan provides for the following modifi-

The following maps, revised to September 1963, were submitted as part of the Amended Urban Renewal Plan:

Map 1. Urban Renewal Area Boundary & Land Acquisition Map

Map 2. Land Use Map

Map 3. Redevelopment Areas Land Use Map

Map 5. Rehabilitation Areas Map

On October 3, 1964 the Housing and Redevelopment Board submitted a letter requesting elimination of changes in controls relating to Parcel 18, as provided in the submission of August 3, 1964.

Prior Approvals

On May 29, 1962 (CP-17329) and on June 26, 1962 (Cal. No. 5), the City Planning Commission and Board of Estimate, respectively, approved the Final Urban Renewal Plan of the West Side Urban Renewal Area, pursuant to Section 72-m of the

EXHIBIT F

General Municipal Law of the State of New York. The Housing and Redevelopment Board has now elected to proceed under Article 15 of the General Municipal Law.

The first revision of the Final Urban Renewal Plan was approved by the City Planning Commission on October 9, 1963 (CP-18110) and by the Board of Estimate on November 21, 1963 (Cal. No. 12). This revision related to the rehabilitation of 36 buildings by the New York City Housing Authority, in accordance with a Plan and Project approved by the Board of Estimate on February 7, 1963 (Cal. No. 127).

General Description of Proposed Second Revision of Urban Renewal Plan

The proposed revision, as submitted on August 6, 1964 and supplemented by letter of October 3, 1964, relates to miscellaneous changes in the previously approved controls for several of the Redevelopment Parcels in the Urban Renewal Area. These controls specify the maximum bulk and residential density permitted, housing program (i.e. public, partially tax-exempt or fully tax-paying), commercial controls, setback areas, height limitations, parcel size and land use. Listed below are the changes for those parcels where a substantial revision is proposed. All revisions in the urban renewal controls and other details are fully described in the Amended Urban Renewal Plan, as submitted by the Housing and Redevelopment Board.

A. Proposed changes in Housing Controls

(1) Housing Program. Parcels 12, 13 and 41, formerly approved for fully tax-paying housing, are now proposed to be developed as partially tax exempt housing. Parcel 36, formerly approved as fully tax-paying housing, is now to be public hous-

ing. This parcel was approved by the City Planning Commission as a site for a New York City Housing Authority project on June 5, 1963 (CP-17922; Cal. No. 41). Housing programs for redevelopment parcels, as proposed in the amended plan now under consideration, are summarized as follows:

Housing Program	Parcel No.
Public	15, 25, 29, 36 and 38
Partially tax-exempt	1, 2, 3, 6, 7, 8, 11, 12, 13, 14, 16, 17, 20, 21, 22, 24, 28, 30, 31, 32, 35, 40, 41 and 43
Fully tax-paying	4, 5, 9, 10, 18, 23, 27, 37, 44 and 46

(2) Other Housing Controls. In the following parcels, zoning room control, maximum floor area and parcel size have been revised:

CP-18578

E-419

Parcel No.	Max. Zoning Rooms		Max. Floor Area (Sq.Ft.)		Parcel Area (Sq.Ft.)	
	Approved	Proposed	Approved	Proposed	Approved	Proposed
32	1080	1030	255,000	272,000	47,837	46,326
20	860	970	225,000	254,000	30,212	40,283
35	1560	1450	430,000	395,000	85,602	80,568

B. Changes in Public and Semi-Public Use Parcels

Parcel 19, approved for Public use as a playground for Joan of Arc Junior High School, has been eliminated as a redevelopment parcel. Part of this parcel was added to Parcel 20.

Parcels 33 and 34, approved for Semi-Public use have been increased by the addition of portions of Parcels 32 and 35, respectively. Previously approved and proposed controls for Parcels 33 and 34 are as follows:

Parcel No.	Max. Floor Area (Sq. Ft.)		Parcel Area (Sq. Ft.)	
	Approved	Proposed	Approved	Proposed
33	14,000	18,200	5035	6546
34	14,000	28,000	5035	10059

C. Additional Miscellaneous Changes

(1) The Building Setback Map, approved in the original urban renewal report, has been eliminated as a control document and the following paragraph added to the Plan:

"General Provisions - Subparagraph f) Setbacks

"Minimum 15 foot building setbacks shall be provided on the

Columbus Avenue and Amsterdam Avenue frontages of all disposition parcels facing on these avenues. On side street frontages of all parcels, minimum 5 foot building setbacks shall be provided. In addition, all setbacks and yards required by the Zoning Resolution shall be provided."

(2) Added to the Urban Renewal Plan is the following paragraph on page 28:

"G. Minor Changes

"Where, owing to special conditions, a literal enforcement of these restrictions, in regard to the physical standards and requirements as referred to in Section C and D of this Urban Renewal Plan, would result in unnecessary hardship, involve practical difficulties, or would constitute an unreasonable limitation beyond the intent and purpose of these restrictions, the Housing and Redevelopment Board shall have the power, upon appeal in specific cases,

to authorize such change or modification of the terms of these restrictions to conform with the intent and purpose of this Urban Renewal Plan, provided that no change or modification shall be permitted by the Housing and Redevelopment Board which is less restrictive than or contrary to applicable State and local codes and ordinances and further provided that H. H. F. A. concurrence therein is obtained."

Public Hearing

On August 12, 1964 (Cal. No. 24), the Commission fixed September 15, 1964, as the date for a public hearing on the Second Revision of the Urban Renewal Plan. The hearing was duly held on September 15, 1964 (Cal. No. 35).

All six of the speakers who appeared expressed opposition to one specific aspect of the proposed amended urban renewal plan -- the revision in controls for Parcel 18. The speakers included the Councilman for the 15th District, the Democratic District Leader, representatives of several community organizations and a home-owner on the southerly side of West 94th Street, behind Parcel 18, who also spoke for other home-owners at the same location. The Commission is also in receipt of a letter from the Chairman of Borough of Manhattan Community Planning Board No. 6, opposing the increase in bulk and density proposed for Parcel 18.

A representative of the Stryker's Bay Neighborhood Council also expressed concern that the proposed revision would permit the approved plan to be revised without public hearing or community participation.

Consideration and Analysis

E-431

The major change proposed in the revision now before the Commission involves the percentage of housing units to be devoted to public low-rent, partially tax-exempt and fully tax-paying housing. The number of public low-rent and middle income housing units (partially tax-exempt) was increased while the fully tax-paying housing units were decreased. In this connection it is noted that in its report approving the Final Plan, the Commission stated; "There is no method by which we can predict the exact proportions in which to allocate the number of dwelling units at each rental level in order to achieve the broad objective of the Urban Renewal Plan." This objective was defined as: "realizing the exceptional potential of this area to provide a highly desirable residential neighborhood for a broad cross section of our population."

With reference to the objections raised concerning the changes in the controls for Parcel 19, the Commission discussed this matter with the Housing and

E-421

Redevelopment Board after the public hearing and, as is noted above, the Board then eliminated the previously proposed changes in controls with respect to Parcel 18.

It was also contended at the public hearing that the proposed revisions in the renewal plan would permit the approved plan to be amended without a public hearing or community participation. This objection apparently related to the Section designated "G" - "Minor Changes" , which is quoted in full hereinabove. It appears that this section is intended to provide for necessary minor flexibility to meet unforeseen conditions. Possible changes would have to conform with the intent and purposes of the Plan as approved and would be subject to local codes, including zoning regulations.

On June 17, 1964 (Cal. No. 19; CP-18505) the City Planning Commission adopted a resolution authorizing distribution of permitted rooms and floor area and required open space for the parcels comprising the West Side Urban Renewal Project and constituting a large-scale residential development as defined in the Zoning Resolution of the City of New York. This approval was based on the limitations or requirements for each parcel as established in the Final Plan for the West Side Urban Renewal Area in effect at that time. A similar resolution, relating to the Revised Plan, would be required to permit construction in accordance with the Second Revision of the Plan.

Findings and Approval

The Commission finds that the changes in the West Side Urban Renewal Plan as provided for in the Second Revision (as modified by the letter dated October 3, 1964 from Housing and Redevelopment Board) do not alter the basic characteristics of the Plan and do not affect the City Planning Commission's prior findings as set forth in the Commission's report on the original Plan (CP-17329 , dated May 29, 1962). These findings are hereby declared to be applicable to the Second Revision of the Urban Renewal Plan.

E-422.

The City Planning Commission hereby certifies its unqualified approval, pursuant to Article 15 of the General Municipal Law of the State of New York and Title I of the Housing Act of 1949, as Amended, of a Second Revision of the Urban Renewal Plan for the West Side Area, dated August 6, 1964 and modified by letter dated October 3, 1964 from the Housing and Redevelopment Board.

WILLIAM F. R. BALLARD, Chairman, FRANCIS J. BLOUSTEIN, Vice-Chairman; JAMES FELT, HARMON H. GOLDSTONE, ELINOR C. GUGGENHEIMER, LAWRENCE M. ORTON, JAMES G. SWEENEY, Commissioners.

IF:bs

E-423

PLAINTIFF'S EXHIBIT 16 - SECOND AMENDMENT - BOARD OF ESTIMATE APPROVAL (CITY EX. G)

BOARD OF ESTIMATE
CITY OF NEW YORK

(Cal. No. 11)

Whereas, The Board of Estimate, by resolution adopted June 26, 1962 (Cal. No. 5), approved the Urban Renewal Plan for the West Side Urban Renewal Area, and

Whereas, The Board of Estimate, by resolution adopted November 21, 1963 (Cal. No. 12), approved an amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, as revised to May, 1963, and

Whereas, The Housing and Redevelopment Board prepared a second amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, revised to October, 1964, and

Whereas, The City Planning Commission, after public hearing thereon, adopted a report dated October 14, 1964 (CP-18578), approving the second amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, as revised to October, 1964, and

Whereas, The Board of Estimate, after public hearing thereon, has considered said second amendment; now, therefore, be it

Resolved, By the Board of Estimate:

1. That the second amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, as revised to October, 1964, be and the same is hereby approved.

2. That the objectives of the second amended Urban Renewal Plan cannot be achieved through more extensive rehabilitation of the project area.

A true copy of resolution adopted by the Board of Estimate on DECEMBER 3, 1964.

Ruth W. Whaley

Secretary.

EXHIBIT G

E-424

PLAINTIFF'S EXHIBIT 17 - THIRD AMENDMENT - CPC APPROVAL (CITY EX. H)

CITY PLANNING COMMISSION

Approval, pursuant to Article 15 of the General Municipal Law (Urban Renewal Law) of the State of New York and Title I of the Housing Act of 1949, as amended, of an Amended Urban Renewal Plan (Third Revision) for the West Side Urban Renewal Area bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

CP-19081 September 15, 1965.

On August 30, 1965, the Housing and Redevelopment Board transmitted to the City Planning Commission an Amended Urban Renewal Plan (Third Revision) pursuant to Article 15 of the General Municipal Law of the State of New York (Urban Renewal Law) and Title I of the Housing Act of 1949, as amended. The project site is bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

Documents Submitted

The Housing and Redevelopment Board submitted the following documents:

(1) Supplementary Narrative Statement of Changes to the Amended Urban Renewal Plan (Third Revision).

(2) The following pages and maps, all dated June 1965, which supersede

the corresponding documents in the Approved Plan:

(a) Pages 1 and 2. Table of Contents.

(b) Pages 11 and 12. Table 1, Proposed Uses and Building Requirements for Redevelopment Parcels ... relating to changes in zoning rooms, total floor area and minimum open space for Parcels 1,2,3,7 and 12.

(c) Page 13. Table I, Proposed Uses and Building Requirements for Redevelopment Parcels . . relating to changes in zoning rooms, floor area or open space for Parcels 23, 26 and 27.

(d) Page 15. Project totals have been adjusted to reflect the above changes in Table I.

(e) Page B-2. Exhibit B, Tabulation of Real Properties to be Acquired.

(f) Page 3, Exhibit D, Rehabilitation Demonstration Pilot Project F. Proposed Street Improvements.

(g) Map 1. Urban Renewal Area Boundary and Land Acquisition Map.

(h) Map 3. Redevelopment Areas Land Use Map.

(i) Map 5. Rehabilitation Areas Map.

Prior Approvals

On May 29, 1962 (CP-17329) and on June 26, 1962 (Cal. No. 5), the City Planning Commission and Board of Estimate, respectively, approved the Final Urban Renewal Plan of the West Side Urban Renewal Area, pursuant to Section 72-m of the General Municipal Law of the State of New York.

The first revision of the Final Urban Renewal Plan was approved by the City Planning Commission on October 9, 1963 (CP-18110) and by the Board of Estimate on November 21, 1963 (Cal. No. 12). This revision relates to the rehabilitation of 36 buildings by the New York City Housing Authority, in accordance with a Plan and Project approved by the Board of Estimate on February 7, 1963 (Cal. No. 127).

The second revision of the Final Urban Renewal Plan was approved by the City Planning Commission on October 14, 1964 (CP-18578) and by the Board of Estimate on December 3, 1964 (Cal. No. 11). This revision relates to miscellaneous changes due to the large-scale residential development designation for the West Side Urban Renewal Area approved by the City Planning Commission on June 17, 1964 (Cal. No. 19; CP-18505), to the elimination of the playground for Junior High School 118, and to several other minor changes.

Proposed Changes in Urban Renewal Plan

The Amended Urban Renewal Plan provides for the following modifications:

(1) The building located at 325 Central Park West (Block 1206, Lot 32), previously a portion of Parcel 23 and designated for redevelopment, has been redesignated as suitable for rehabilitation. This redesignation results in a reduction in size of Parcel 23 and a corresponding reduction in number of zoning rooms, floor area and open space.

(2) The width of pavements and sidewalks on West 94th and West 95th Streets, between Columbus Avenue and Central Park West, are to revert back to the dimensions and conditions as outlined in the original Urban Renewal Plan. This supercedes a previously proposed roadway widening in the Second Revision of the Urban Renewal Plan.

(3) Changes in rooms, floor area or open space for Parcels 1,2,3, 7, 12, 26 and 27 are made under the provisions of Section G, Minor Changes of the Plan.

Public Hearing

On August 31, 1965 (Cal. No. 1), the Commission fixed September 15, 1965, as the date for a public hearing on the Third Revision of the Urban Renewal Plan. The hearing was duly held on September 15, 1965 (Cal. No. 44). There were no appearances and the hearing was closed.

E-427

Findings and Approval

The Commission finds that the changes in the West Side Urban Renewal Plan as provided for in the Third Revision do not alter the basic characteristics of the Plan and do not affect the City Planning Commission's prior findings as set forth in the Commission's report on the original Plan (CP-17329, dated May 29, 1962). These findings are hereby declared to be applicable to the Amended Urban Renewal Plan (Third Revision).

The City Planning Commission hereby certifies its unqualified approval, pursuant to Article 15 of the General Municipal Law of the State of New York and Title I of the Housing Act of 1949, as amended of the Amended Urban Renewal Plan for the West Side Area (Third Revision) dated August 30, 1965 from the Housing and Redevelopment Board.

WILLIAM F. R. BALLARD, Chairman; FRANCIS J. BLOUSTEIN, Vice-Chairman; LAWRENCE M. ORTON, BEVERLY M. SPATT, JAMES G. SWEENEY, Commissioners.

INDEX

E-428.

PLAINTIFF'S EXHIBIT 18 - SECOND AMENDMENT - BOARD OF ESTIMATE APPROVAL

BOARD OF ESTIMATE
CITY OF NEW YORK

(Cal. No. 24-A)

Whereas, The Board of Estimate, by resolution adopted June 26, 1962 (Cal. No. 5), approved the Urban Renewal Plan for the West Side Urban Renewal Area, and

Whereas, The Board of Estimate, by resolution adopted November 21, 1963 (Cal. No. 12), approved an amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, as revised to May, 1963, and

Whereas, The Board of Estimate, by resolution adopted December 3, 1964 (Cal. No. 11), approved a second amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, as revised to October, 1964, and

Whereas, The Housing and Redevelopment Board prepared a third amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, as revised to June, 1965, and

Whereas, The City Planning Commission, after public hearing thereon, adopted a report dated September 15, 1965 (CP-19081), approving a third amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, as revised to June, 1965, and

Whereas, The Board of Estimate, after public hearing thereon, has considered said third amendment; now, therefore, be it

Resolved, By the Board of Estimate:

1. That the third amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, as revised to June, 1965, be and the same hereby is approved.

2. That the objectives of the third amended Urban Renewal Plan cannot be achieved through more extensive rehabilitation of the project area.

A true copy of resolution adopted by the Board of Estimate on **OCTOBER 14, 1965.**

Ruth W. Haley

Secretary.

E-429

PLAINTIFF'S EXHIBIT 19 - FOURTH REVISION -- CPC APPROVAL (CITY EX..)

From CPC

CPC 4th Amend

No. 20 (CP-[illegible])

PUBLIC HEARING in the matter of communication, dated August [illegible], from the Housing and Redevelopment Board, transmitting for approval, pursuant to Article 15 of the General Municipal Law, an Amended Urban Renewal Plan (Fourth Revision), for the West Side Urban Renewal Area bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

(On August 17, 1966, Cal. No. 23, the Commission fixed this day for a hearing which has been duly advertised.)

There were no appearances.

On motion, it was unanimously voted to close the hearing.

On motion, Rule 105 was waived and the following favorable report was unanimously adopted:

Approval, pursuant to Article 15 of the General Municipal Law (Urban Renewal Law) of the State of New York and Title I of the Housing Act of 1949, as amended, of an Amended Urban Renewal Plan (Fourth Revision) for the West Side Urban Renewal Area bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

(CP-19510) September 7, 1966.

On August 9, 1966, the Housing and Redevelopment Board transmitted to the City Planning Commission for approval, pursuant to Article 15 of the General Municipal Law of the State of New York (Urban Renewal Law) and Title I of the Housing Act of 1949, as amended, an amended urban renewal plan (fourth revision) for the West Side Urban Renewal Project, in the area bounded by West 97th Street, Central Park West, West 87th Street and Amsterdam Avenue, Borough of Manhattan.

The fourth revision of the West Side Urban Renewal Plan, presently under consideration, provides principally for modifications of designated uses of several redevelopment parcels in the urban renewal area and corresponding changes in the controls provided in the plan.

Documents Submitted

The Housing and Redevelopment Board submitted the following documents:

(1) Supplementary Narrative Statement of Changes to the Amended Urban Renewal Plan (fourth revision).

(2) The following revised pages and maps, all dated March, 1966, which supersede the corresponding documents in the heretofore approved plan:

(a) Pages 1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 24, 25, A-4, B-2, B-3, C-2

(b) Map 1. Urban Renewal Area Boundary and Land Acquisition Map.

(c) Map 2. Land Use Map.

(d) Map 3. Redevelopment Areas Land Use Map.

(e) Map 5. Rehabilitation Areas Map.

Prior Approvals

On May 29, 1962 (CP-17329) and on June 26, 1962, Cal. No. 5, the City Planning Commission and Board of Estimate, respectively, approved the final urban renewal plan of the West Side Urban Renewal Area, pursuant to Section 72-m of the General Municipal Law of the State of New York.

The first revision of the urban renewal plan was approved by the City Planning Commission on October 9, 1963 (CP-18110) and by the Board of Estimate on November 21, 1963, Cal. No. 12. This revision related to the rehabilitation of 36 buildings by the New York City Housing Authority, in accordance with a plan and project approved by the Board of Estimate on February 7, 1963, Cal. No. 127.

The second revision of the urban renewal plan was approved by the City Planning Commission on October 14, 1964 (CP-18578) and by the Board of Estimate on December 3, 1964, Cal. No. 11. This revision related to the elimination of a proposed playground for Junior High School 118; to changes in designated uses and dimensions of several of the redevelopment parcels; to related changes in the previously approved controls for these parcels; and to a new provision for authorizing future minor changes in the plan.

The third revision of the final urban renewal plan was approved by the City Planning Commission on September 15, 1965 (CP-19081) and by the Board of Estimate on October 14, 1965, Cal. No. 24. This revision related to the redesignation of a portion of a parcel, previously designated for redevelopment, as suitable for rehabilitation; to the restoring of dimensions and conditions specified for roadways and sidewalks, as outlined in the original urban renewal plan, for streets previously proposed to be widened; and to several other minor changes.

Proposed Fourth Revision of the Urban Renewal Plan

The proposed fourth revision of the West Side Urban Renewal Plan is the subject of this report. This revision would provide principally for the following modifications:

(1) Parcels 5 and 10, formerly approved for fully tax-paying housing, are now proposed to be developed for partially tax-exempt housing at moderate rentals or carrying charges.

(2) Parcel 36, formerly approved for public housing, is now proposed to be devel-

E-430

oped for partially tax-exempt housing at moderate rentals or carrying charges. Permissible retail uses and controls relating to the number of rooms, floor area and commercial space for this parcel are modified, representing a return to the originally approved plan.

(3) Parcels 18 and 37, formerly approved for clearance and redevelopment, are now being proposed for rehabilitation.

(4) Parcel 24, formerly approved for residential use with general office and banking uses, is now proposed to be developed for residential use, with school facilities. The number of zoning rooms is decreased from 835 to 780 and total floor area increased from 220,000 to 245,000 square feet. These changes are proposed to provide for suitable space requirements for school facilities.

(5) Parcel 17, permissible uses are proposed to be expanded to include interior decorating and upholstery shops. This would permit relocation of an upholstery shop to Parcel 17 from another part of the urban renewal area.

(6) The off-street parking requirements are proposed to be revised to permit required future spaces in the New York City Housing Authority projects to be developed in open areas. Previous controls provided that all required parking spaces be enclosed.

(7) Parking controls are also proposed to be revised to provide that projects built in compliance with the old Zoning Resolution be deemed to have complied with the requirements stated in the revised plan.

(8) The listing of the number of new dwelling units to be constructed in public housing, middle-income housing and fully-taxpaying housing is proposed to be deleted and references to applicable State and Federal laws under which new housing is to be developed and controlled are proposed to be added. The number of zoning rooms to be provided in each new redevelopment parcel is specified in the revised Table I of the urban renewal plan controls. Classification of each residential parcel as to its use for public, middle-income or fully-taxpaying housing is indicated under the revised land use provisions.

(9) Several technical changes are proposed in the text of the plan, involving modifications of controls, dates, statistics, legal references, clarification of language and correction of typographical errors.

Public Hearing

On August 17, 1966, Cal. No. 23, the Commission fixed September 7, 1966, as the date for a public hearing on the fourth revision of the urban renewal plan. The hearing was duly held on September 7, 1966, Cal. No. 40. There were no appearances and the hearing was closed.

Findings and Approval

The Commission finds that the changes in the West Side Urban Renewal Plan, as provided for in the fourth revision, do not alter the basic characteristics of the plan and do not affect the City Planning Commission's prior findings as set forth in the Commission's report on the original Plan (CP-17329, dated May 29, 1962). These findings are hereby declared to be applicable to the amended urban renewal plan (fourth revision).

The City Planning Commission hereby certifies its unqualified approval, pursuant to Article 15 of the General Municipal Law of the State of New York and Title I of the Housing Act of 1949, as amended, of the amended urban renewal plan for the West Side Area (fourth revision), dated March 1966, as submitted by the Housing and Redevelopment Board.

WILLIAM F. R. BALLARD, Chairman; FRANCIS J. BLOUSTEIN, Vice-Chairman; HARMON H. GOLDSTONE, LAWRENCE M. ORTON, BEVERLY M. SPATT, Commissioners.

BOROUGH OF THE BRONX

No. 41 **(CP-19492)**

PUBLIC HEARING in the matter of communication, dated July 18, 1966, from the **attorneys for the West Kingsbridge Apartments Company, submitting for approval,** pursuant to Article II of the Private Housing Finance Law (Limited Profit Housing Companies Law) of the State of New York, **a Plan for a State-aided limited profit housing project, designated as The Kittay House** (sponsored by The Jewish Home and Hospital for Aged), proposed to be constructed **on the east side of Webb Avenue, approximately 282 feet south of Kingsbridge Road** (Part of Block 3220), Borough of The Bronx.

(On August 17, 1966, Cal. No. 24, the Commission fixed this day for a hearing, which has been duly advertised.)

There were no appearances.

On motion, it was unanimously voted to close the hearing.

E-431

PLAINTIFF'S EXHIBIT 20 - FOURTH AMENDMENT - BOARD OF ESTIMATE APPROVAL (CITY EX.)

BOARD OF ESTIMATE
CITY OF NEW YORK

(Cal. No. 4-A)

Whereas, The Board of Estimate, by resolution adopted October 27, 1966 (Cal. No. 11) approved that portion of the Fourth Amendment of the Urban Renewal Plan for the West Side Urban Renewal Area as pertains to Site 18, and continued the public hearing as to the balance of the amendment to December 9, 1966, and

Whereas, The Board of Estimate, after public hearing thereon, has considered said Fourth Amendment in its entirety, now, therefore, be it

Resolved, By the Board of Estimate:

1. That the fourth amendment to the Urban Renewal Plan for the West Side Urban Renewal Area, as revised to March, 1966 in its entirety be and the same hereby is approved.

2. That the objectives of the fourth amended Urban Renewal Plan cannot be achieved through more extensive rehabilitation of the project area.

A true copy of resolution adopted by the Board of Estimate on **DECEMBER 9, 1966.**

Ruth W. Whaley

Secretary.

E-432

PLAINTIFF'S EXHIBIT 21 - FREID - HAZEN MEMORANDUM

THE CITY OF NEW YORK
HOUSING AND DEVELOPMENT ADMINISTRATION
DEPARTMENT OF DEVELOPMENT

Sponsor

DEPARTMENTAL MEMORANDUM DATE: December 3, 1968

TO: Robert G. Hazen

FROM: Walter S. Fried

SUBJECT: WSURA - Mitchell-Lama Projects (Nos. 7, 10, 20, 21, 22, 24)

As per your memo dated October 31, 1968, I have met with the sponsors of the above West Side Projects. Without exception the proposed increased allocations of rental rooms for public housing leasing and the proposed changes in apartment distribution met with strong negative reaction. All the sponsors indicated that at this stage, and for a variety of reasons, the proposed changes are not reasonable.

In the case of Columbus House (WS-~~21~~ 10) the sponsor indicated that the mortgage was closed, the disposition agreement executed, construction underway, and the project would be completed as previously planned.

The other five sponsors are in a more tenuous legal position as mortgages are not closed and disposition agreements not executed. Trinity House (WS-24), however, is in construction with a private construction loan. In each case, the sponsors indicated that the projects had been approved by the Board of Estimate, ready for mortgage closings, and that they would not voluntarily relinquish sponsorship if HDA attempted to enforce the proposed changes. closed 10/15/68

If the City desires to enforce the proposed changes, it must communicate in writing with the sponsors, indicating that continued sponsorship is contingent on their acceptance. We must then be prepared to defend our action in court. Such a course of action, of course, will delay the construction start of Westwood House (141 D.U.'s), Columbus Tower (194 D.U.'s), and New Amsterdam House (228 D.U.'s), a total of 563 units, until sponsorship is resolved.

Each of these three projects was to have been a December, 1968 construction start, with or without closings. They still can be if HDA resolves to proceed according to the existing working drawings and a 30% allocation to low-income families. Otherwise, the sponsors' position is they will not start without closings, will not close without final and formal approval of plans by HDA, will not agree to the proposed changes in plans and apartment allocation, and will not relinquish sponsorship without litigation.

I again strongly recommend proceeding without incorporating the proposed changes.

Sincerely,
Walter S. Fried

cc: Messrs. Brooks
Olinger
Van de Velde
Williams